

TEAMSTERS LOCAL NO. 70 - Roy Nunes

BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

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PROCEEDINGS
of the
JOINT COUNCIL #7 DISPUTES

DEL WEBB TOWNEHOUSE
SAN FRANCISCO, CALIFORNIA

AUGUST 11 1971

Reported by:

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AUGUST 11 1971

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1 CASE #8-71-6263 AUGUST 11, 1971 9:30 a.m.

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4 LOCAL 70, Oakland, and LEE WAY MOTOR FREIGHT.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 ROY NUNES appeared on behalf of the Union.

11 DALE SMITH appeared on behalf of the Employer.

12 - - -

13 CHAIRMAN KING: This is Case No. 8-71-6263, Local 70
14 versus Lee Way Motor Freight.

15 The union panel will consist of two persons, myself and
16 Al Winters.

17 The employer panel shall consist of . . .

18 MR. MC DOUGALD: . . . Charlie Lawlor and Red Preston.

19 CHAIRMAN KING: Okay.

20 This is a claim for money on pickup and delivery work on a
21 hostler; so therefore, we will let the union go first.

22 MR. NUNES: Roy Nunes, for Local 70.

23 The union claims that swing shift hostler performed pickup
24 and delivery work and was not paid for it. Union requests one
25 and one-half hours for Ed Wiman for work performed on April 13th.
26 The union claims that Driver Wiman performed pickup and delivery

1 work by picking up container (Sea Van) at Sea-Land Container
2 yard and taking it back to the Lee Way terminal.

3 The company's position is that the movement and freight was
4 interline freight.

5 I have from Sea-Land--and through an investigation--I will
6 read this into the record:

7 "(1) Retrograde freight is controlled by the Government
8 who, in turn, accepts bids from trucking companies to haul
9 merchandise to its destination. Sea-Land Steamship Company
10 receives payment for the movement of this freight from port to
11 port. Sea-Land Trucking receives nothing. The container rental
12 is collected by Sea-Land, which payment comes from the trucking
13 company hauling the merchandise"; which is \$5 a day on the
14 container itself. There is no split revenue with Sea-Land and
15 the trucking company hauling the merchandise.

16 "(2) Merchandise such as T.V.'s that would move from a
17 foreign port to this port moves in the same manner, where a
18 broker controls the movement of this freight such as: If I
19 ordered 100,000 T.V.'s, I would then contact the broker. The
20 broker, in turn, would have me go to the bank and either pay the
21 broker or he would pay the shipper--and at that point he would
22 ask me, 'Who do you want to haul this freight, what trucker?'
23 And I, in turn, would either give him a trucking company name
24 or tell him to specify a truck to deliver the merchandise.

25 "Sea-Land, again, has no control as this is foreign freight,
26 port to port. And, again, the container rental is paid to the

1 broker who, in turn, pays Sea-Land Steamship Company.

2 "(3) Sea-Land Trucking has the right to deliver inter-
3 coastal freight, and on foreign port to port freight has no
4 authority to haul this merchandise as any other trucker would.
5 So, this would be the same as any merchandise that would come
6 into a normal port as in the past, prior to containers where
7 a trucking company would come to the dock and pickup the
8 merchandise if allocated by the shiper.

9 "(4) Trucking company that carries port to port, once
10 it is picked up it moves on I.C.C. or P.U.C. rates published
11 by the local trucker."

12 That is our case. It is not interlining of freight. The
13 Government calls Sea-Land or Sea-Land bids on the freight; but
14 the freight is not controlled by Sea-Land; and they receive no
15 split revenue; so therefore it is not interlining of freight.

16 CHAIRMAN KING: All right.

17 Are there any questions or do you want to hear from the
18 employer?

19 MR. LAWLOR: One question, you are taking the position
20 that the only way that you can have interlining deals is if
21 the freight is moving on one freight bill?

22 MR. NUNES: You are not going to get me involved in that.

23 What I am saying is that System 99 went down to Sea-Land
24 to pick up a container that came from a foreign port. That
25 shipment is not controlled by Sea-Land. That's Government
26 freight and you bid for it.

1 The Government, to me, is like a shipper or consignee.
2 Once you bid for it, you get the revenue for it; so it is not
3 interlining of freight. It is the same thing if you drove over
4 to San Francisco to the pier.

5 CHAIRMAN KING: That isn't what he asked.

6 MR. NUNES: I know what he asked. I am not going to get
7 involved with that.

8 CHAIRMAN KING: You are saying what you said when you
9 presented the case?

10 MR. NUNES: Right.

11 One other thing--

12 CHAIRMAN KING: Go ahead.

13 MR. NUNES: --we have a contract with Sea-Land that is
14 similar to the National Master Freight Agreement. If their
15 driver took that container to Lee Way, he'd be paid time and a
16 half. It is the same as with Encinal Trucking or Matson or
17 any other container yard. Those people, if they work after
18 5:00 p.m., they have to pay them the time and a half rate.

19 CHAIRMAN KING: All right.

20 Mr. Smith?

21 MR. SMITH: Dale Smith for Lee Way.

22 This case involves the swing shift hostler taking an
23 empty Sea-Land container mounted on wheels and chassis to the
24 Sea-Land terminal at the Oakland Army Base and picking up a
25 loaded Sea-Land container on wheels and chassis and bringing
26 it back to the San Leandro terminal.

1 Our swing shift, in turn, unloads these containers or
2 trailers (or whatever you want to call them) and transfers them
3 into Lee Way road equipment.

4 Our position is that this is treated as any interline
5 situation pulling from their terminal to our terminal and not
6 performing pickup and delivery in the normal prescribed manner
7 at any other place of business, such as a customer's loading
8 or shipping dock.

9 Now this particular point is covered in the contract, and
10 it says: "Night shift hostlers shall be prohibited from
11 performing pickup and delivery service except at time and one-
12 half above their applicable rate of pay. Night shift hostlers
13 shall receive night shift premiums if they do not leave the
14 terminal or if they pull terminal to terminal on connecting
15 carrier freight within Joint Council 7."

16 Our case is that we have a signed agreement between
17 Sea-Land Service, Inc., and Lee Way Motor Freight listing the
18 regulations, rules and charges on using Sea-Land containers
19 and the charges for this service. This agreement was signed
20 on August 21, 1969 and has been in force since that time.

21 We have a letter from the Sea-Land Corporation of March 11,
22 1970 addressed to Lee Way Motor Freight and the first paragraph
23 reads as follows:

24 "Sea-Land is asking your cooperation and assistance
25 involving interline drivers conducting business with Sea-Land
26 relating to the delivery and pickup of Sea-Land vans"; and in

1 their own terminolgy, Sea-Land refers to us as an interline
2 carrier.

3 We have the Government Bill of Lading No. F-6547891
4 covering the shipment in question. The shipper being
5 Transportation Officer, Military Ocean Terminal Bay Area, the
6 consignee Transportation Officer, Fort Huachuca, Arizona; the
7 shipping point being Sea-Land Terminal, Oakland, California.
8 The cargo on this Government bill of lading moved from Viet Nam
9 to Oakland, California via Sea-Land Services.

10 We picked it up at the Sea-Land Terminal, brought it to
11 our terminal in San Leandro, transloaded the material into our
12 equipment and forwarded it onto the destination at Fort
13 Huachuca. We paid Sea-Land for the services as we would on any
14 interline agreement. We have a copy of the invoice wherein we
15 paid Sea-Land; and a copy of the bill pertaining to the trailer
16 involved on April 13, signed by Mr. Ed Wiman.

17 Ed Wiman signed for this cargo as any driver would sign
18 for a load of cargo from an interline carrier.

19 We also have for evidence our Certificate of Insurance from
20 the Transport Insurance Company which we furnished to Sea-Land
21 on August 21, 1969 at their request, stating our liability and
22 insurance coverage on all cargo which was in our possession.
23 This is an item we furnish to interline carriers.

24 Now, we furnished this particular insurance coverage or
25 a record of it to the interline carrier, because Sea-Land knows
26 that we can't pay the damage on this freight, that they will

1 have to because it is still interline freight.

2 The United States Code, Title 49 covering transportation,
3 Item 905, Paragraph B covering rates, fares, charges and
4 practices of through routes; and in this item it states that,
5 "Ocean going carriers must, by law, sign interchange agreements
6 with rail carriers"; and it also states that, "Ocean going
7 carriers may, through their choice, sign interchange agreements
8 with motor vehicle carriers"; therefore, it is our right, by
9 law, to sign interchange agreements with ocean going carriers
10 and any theory of only port-to-port operations certainly doesn't
11 hold water in this case.

12 I have a list of Sea-Land companies that do business with
13 Sea-Land. The shipment handled in this instance is much the
14 same as a shipment moving via common carrier from New York to
15 Los Angeles and then re-consigned from Los Angeles to Oakland.
16 The shipment would and/or could be interlined on a regular
17 interline basis and would move on a combination of rates as
18 this shipment did.

19 This shipment was moved from Viet Nam to the Transportation
20 Officer, Oakland Army Terminal and then re-consigned on a new
21 bill of lading to the Transportation Officer, Fort Huachuca.
22 It was never delivered to the Transportation Officer, Oakland,
23 by Sea-Land.

24 Common carriers handle shipments of this nature on a daily
25 basis, as a regular course of interlining freight. Some on
26 their rates and some on a combination of rates.

1 Here is the standard trailer interchange for the
2 continental United States, and this was signed by us on July
3 27th, 1971 and was forwarded to Houston. Here is your tariff
4 that controls this type of freight on through routing; and
5 here is Sea-Land Services which shows the combination form on
6 tariffs that apply.

7 In Case No. JC-7 PUD-51(8-501) and Case LD 4-64-1273
8 wherein the union had claimed that night hostlers pulling
9 trailers to the Matson Terminals were performing pickup and
10 delivery work and should therefore receive one and one-half pay.
11 The company claimed that no pickup and delivery was involved;
12 that the hostlers were pulling terminal to terminal.

13 A motion was passed that based on the facts presented, the
14 case of the union is denied.

15 Our case is no different than this Matson Terminal situa-
16 tion.

17 I have a copy of that case here for your people's
18 inspection.

19 CHAIRMAN KING: Let me see it.

20 MR. SMITH: That is our case for the moment.

21 CHAIRMAN KING: Are there any questions by the parties?

22 (No response.)

23 CHAIRMAN KING: Any rebuttal, Leroy?

24 MR. NUNES: He presented a lot of documents here which
25 hasn't shown a thing.

26 One document says where Sea-Land was paid. The document

1 he showed Sea-Land being paid was on a container rental and
2 itemized that they charged \$5 a day.

3 He hasn't shown me any split-revenue bill he paid to Sea-
4 Land for interlining freight, because there wasn't any; and we
5 don't have revenue, from where it is a foreign port to here on
6 steamship company rates hooked up with P.U.C. and I.C.C. rates.

7 When it is from a foreign port, it is on a steamship
8 company rate; and when it gets here, Sea-Land has no control.
9 It moves off the P.U.C. and I.C.C., and bids it like any other
10 carrier.

11 CHAIRMAN KING: Any rebuttal, Mr. Smith?

12 MR. SMITH: These particular items that I have introduced
13 into the record is proof that Sea-Land and truck lines do
14 interline business.

15 This is the main point, Idaho, Iowa, Kansas, and so forth
16 are certainly not sea ports; and I think that the gentleman
17 here in the center, the question he asked is, "Do you contend
18 there has to be one bill even in interlining between truck
19 lines?"

20 Many truck lines--

21 MR. NUNES: You are talking about intercoastal freight
22 which Sea-Land has a right to move; but port to port is
23 strictly up to the shipper, consignee or the Government in this
24 case.

25 MR. SMITH: In every instance that I know of, the shipper
26 controls the freight.

1 MR. NUNES: Sea-Land Steamship Company does not control
2 that freight.

3 MR. SMITH: That is what I said. The shipper. In this
4 case, it is the Government or whoever pays the freight controls
5 the truck line.

6 MR. NUNES: But, you bid for it.

7 MR. SMITH: I don't know.

8 CHAIRMAN KING: Does anybody else want to put anything on
9 the record?

10 MR. LAWLOR: One question:

11 Would it be your contention, Roy, that if this was inter-
12 coastal freight by Sea-Land, you would say that this would be
13 permissible; but because it is from a foreign port, it is not?

14 MR. NUNES: Sea-Land then has a right to move this freight,
15 but when it comes from a foreign port and hits the Bay Area it
16 is dead.

17 The only thing it's moving in is the container owned by
18 Sea-Land Company. Sea-Land Trucking has no control over it
19 whatsoever.

20 CHAIRMAN KING: Is there anything else anybody wants to
21 put into the record?

22 I don't want to preclude anybody from putting anything on
23 the record.

24 (No response.)

25 CHAIRMAN KING: If not, executive session.

26 (Executive session.)

1 MR. WINTERS: I make a motion that the union's position be
2 upheld.

3 CHAIRMAN KING: Second the motion.

4 All those in favor of the motion signify by saying "Aye."

5 Those opposed?

6 The motion is deadlocked.

7 (Whereupon, the parties returned to the hearing room and
8 the motion was read by the reporter.)

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1 CASE #5-71-6067

AUGUST 11, 1971

10:05 a.m.

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4 LOCAL 70, Oakland, and ENCINAL TERMINALS.

5 JOINT COUNCIL #7 DISPUTES

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8 CHAIRMAN KING: This is Case No. 6067, Local 70 versus
9 Encinal Terminals.

10 This case, because the dispute is wrapped around the line
11 agreement, is referred to the Bay Area Committee for disposition.

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1 CASE #8-71-6268 AUGUST 11, 1971 10:07 a.m.

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4 LOCAL 85, San Francisco, and CONSOLIDATED FREIGHTWAYS.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

GORDON KIRBY
CHARLES LAWLOR

9 APPEARANCES:

10 TOM ANDRATE and BOB HAGE appeared on behalf of the Union.

11 JIM CAPUTO and CHUCK DICKMAN appeared on behalf of the
Employer.

12 ALSO PRESENT:

13 ROY NUNES, Sergeant-at-Arms.

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16 CHAIRMAN KING: This is Case No. 8-71-6268, Local 85 versus
17 Consolidated Freightways.

18 The union committee is King and Winters.

19 MR. MC DOUGALD: The employer committee is Kirby and
20 Lawlor.

21 CHAIRMAN KING: Tom?

22 MR. ANDRATE: This concerns Consolidated Freightways and
23 Clark Farnsworth.

24 As the case states here, "the company claims that in a prior
25 case which was heard by the National Grievance Procedure . . ."
26 and this is true, however they changed the procedure of opera-

1 tions since that case.

2 Clark Farnsworth is no longer in existence. It is now
3 called, I think, the Container Division; and what they have done
4 here is that they have taken all these people that have 15 and
5 20 years and laid them off; and Consolidated Freightways is
6 doing this work.

7 In other words, Clark Farnsworth has five people (let's
8 say) and they laid them off today. Work develops, and Clark
9 Farnsworth men are not working. Consolidated which happens to
10 be the parent company does this work on layoff.

11 We are saying that due to the fact that they have changed
12 their operation completely now, even changed the name--they no
13 longer go by the name of "Clark Farnsworth"--that these people
14 should be integrated with Consolidated Freightway employees in
15 the same barn. They are under one roof. They are more or less
16 under one dispatch; and as I said before, they are not working.

17 If all the people are laid off and there is work there or
18 work develops, Consolidated Freightways men from this section
19 here, move over and do this work.

20 Bob Hage used to work for these people and that is why he
21 is mentioned here.

22 All I am saying is, to cut it short, they have changed
23 their operation completely from this original case that we lost.
24 It is a different thing completely now. They changed the name
25 and when the people are laid off, Consolidated Freightways does
26 the work that belonged to the men that are supposed to be working

1 under Clark Farnsworth.

2 MR. HAGE: Men with 20, 25 years are laid off and men with
3 two or three years seniority are working steady.

4 CHAIRMAN KING: Are there any questions of the parties?

5 MR. LAWLOR: The five men named here, they are on the
6 Clark Farnsworth roster?

7 MR. ANDRATE: They were.

8 MR. HAGE: But they changed. That's no longer Clark
9 Farnsworth.

10 CHAIRMAN KING: And the argument is that when there was a
11 Clark Farnsworth, Consolidated Freightways purchased it and they
12 established a separate seniority list by that committee; but
13 his argument now is: Since they have eliminated the Clark
14 Farnsworth and are operating under Consolidated Freightways,
15 Inc., doing this work, that these people should have been
16 integrated on one seniority list at the terminal on work normally
17 performed.

18 MR. PRESTON: Was the roster ever protested?

19 MR. ANDRATE: Yes.

20 MR. HAGE: We had a case.

21 MR. PRESTON: And you got a verdict on that case?

22 MR. ANDRATE: Yes.

23 MR. WINTERS: What you are saying right now is this, that
24 these guys are laid off and Consolidated Freightways is doing
25 the work they normally had done?

26 MR. ANDRATE: That's right.

1 CHAIRMAN KING: Are there any other questions?

2 (No response.)

3 CHAIRMAN KING: We will hear from the employer.

4 MR. CAPUTO: The first thing I would like to dispute is
5 that there's been an operational change at Clark Farnsworth.
6 There's been no operational change whatsoever.

7 We did change the name of this from Clark Farnsworth to
8 Cartage and Container Division.

9 This was done on September 3rd, 1969. This was done for
10 the reason of closer public interest on the type of work that
11 this division normally performs.

12 We have always maintained a separate seniority roster
13 between our freight and the Clark Farnsworth Division.

14 This issue was disputed by the union or contested by the
15 union back in 1967, and it was heard by this committee with
16 George King, Chairman and deadlocked at the National. There
17 has been no new evidence introduced which is already contained
18 in Case No. 5-7-2981; and the union's position was put on by
19 Mr. Rourke. The transcript is some 47 pages long and there
20 was substantially more evidence presented by the union in that
21 transcript than was put on by Mr. Andrate.

22 We feel the operation has not gone through any functional
23 changes. We have merely changed the name to better fit the
24 purpose of this division; and that there is no new issue
25 involved that hasn't been decided by the National Committee.

26 CHAIRMAN KING: Any questions?

1 MR. WINTERS: Yes.

2 Are these five men named up here, laid off now?

3 MR. CAPUTO: At the present time there is no one on layoff
4 at the Cartage and Container Division. There are two laid off
5 from the General Freight Division and they have been on layoff
6 since 1-14-70. That is our General Freight Division.

7 CHAIRMAN KING: What is the contention of the union?
8 Is there any basis?

9 The union says that the Freight Division is doing the work
10 when people are laid off. Is that true?

11 MR. CAPUTO: That is not true.

12 The Freight Division gets involved in hauling containers,
13 but the freight in those containers is transcontinental freight
14 that went across the dock at our general freight terminal.

15 CHAIRMAN KING: That is another case. That case can't
16 be heard here.

17 The union made two contentions, (1) your operation is
18 changed; and (2) that the people should be dovetailed into the
19 seniority roster.

20 Your contention is that your operation hasn't changed other
21 than the name--and you correct me if I am wrong--but this
22 decision that you are now working on was handed to you and went
23 to the National Committee by 47-odd pages of transcript that
24 was put out by Local 85.

25 MR. KIRBY: I would like to have the number of that case.

26 MR. DICKMAN: 5-7-2981.

1 CHAIRMAN KING: Are there any other questions?

2 MR. LAWLOR: Tom, I am confused.

3 Is it the union's thought that these men are out on layoff
4 or went on layoff at the time?

5 MR. ANDRATE: At the time filed, all five men were laid off
6 at one time.

7 Now, it is very possible that they are going back to work.
8 I don't know this, but nevertheless the same five are still
9 involved; because when they were laid off--as Mr. King just asked--
10 is that at Consolidated Freightways, the men working with
11 Consolidated Freightways tried to inject the van, and this is a
12 lot of malarkey. They are doing the work when our people are
13 laid off, according to what he said about the two seniority
14 rosters.

15 Now, their whole method of operation, as far as changing
16 the name--and here again I say that due to the fact it is no
17 longer Clark Farnsworth, that transcript and that decision
18 only applied to Clark Farnsworth. Clark Farnsworth is not in
19 existence anymore, as far as the union is concerned or as far as
20 Consolidated Freightways is concerned.

21 MR. LAWLOR: But your basic argument, Tom, was that these
22 five people were allegedly laid off and Consolidated Freightways
23 employees performed the work normally done by Clark Farnsworth.

24 The company, if I understand them correctly, says that this
25 did not happen.

26 MR. DICKMAN: That's correct.

1 CHAIRMAN KING: I have to ask the question that at the time
2 of the original change when this division was Clark Farnsworth
3 and Consolidated Freightways, Inc., what kind of checks were
4 they getting paid with?

5 MR. DICKMAN: Consolidated Freightways.

6 Going through there, you know Jim Rourke. He brought
7 checks in actually to show this.

8 If you remember, George, I interrupted him then and I said,
9 "Jim, if there's any doubt in your mind, I will concede Clark
10 Farnsworth is owned by Consolidated Freightways."

11 He insisted on continuing on. He had check stubs in there
12 with "Consolidated Freightways" on it.

13 CHAIRMAN KING: Have you changed checks?

14 MR. DICKMAN: No. They are the same thing.

15 CHAIRMAN KING: Since the inception of that, are there two
16 lists posted in the terminal?

17 MR. DICKMAN: Yes.

18 CHAIRMAN KING: One more question and I will shut up, of
19 the employer:

20 Do you know for a fact that the men at the time that Tom
21 Andrate filed this case, had lost work, other Consolidated
22 Freightways work?

23 MR. CAPUTO: I can say for a fact that there haven't been
24 any work interchanges. The work the Container and Cartage
25 Division was doing was being done by the general freight; and
26 I doubt seriously if the names mentioned in the grievance here

1 are, in fact, the ones that could possibly be on layoff.

2 Ray Tregenza is the top man on the seniority roster and he
3 has 46 years seniority. I doubt seriously if Mr. Tregenza was
4 on layoff--

5 MR. HAGE: I know he was.

6 MR. CAPUTO: --without closing the whole division down.

7 CHAIRMAN KING: Okay.

8 Rebuttal?

9 MR. ANDRATE: I have a little rebuttal. I don't want to
10 prolong the thing, but the gentleman across the table, I talked
11 to him on the phone and he says that they have not been.

12 I turned around and talked to him on the phone; and he,
13 himself, admitted to me over the phone that if we have freight
14 at that terminal and our people are laid off (Clark Farnsworth
15 people), then Consolidated Freightway people, if they are there,
16 are going to pull that freight across that dock.

17 CHAIRMAN KING: Well, that's another case.

18 MR. ANDRATE: All I am saying is that they changed the name
19 and they didn't notify us that they were changing the name. I
20 will admit with the company that the checks haven't changed.
21 The checks are paid by Consolidated's payroll division. It's
22 still the same.

23 The only thing that is changed is the name. They didn't
24 go through any change of operations. They didn't notify us or
25 anything.

26 CHAIRMAN KING: Any rebuttal from the union?

1 MR. HAGE: I would like to add that I have been told by the
2 guy they worked off the different bills of lading, and now they
3 are Consolidated which, in my estimation, shows they are being
4 deprived of doing the work they used to do.

5 CHAIRMAN KING: Who is the terminal manager?

6 MR. DICKMAN: Jim.

7 CHAIRMAN KING: How do you determine what work is the
8 Clark Farnsworth Division and what work (under that decision)
9 went to the Consolidated Freightways driver? How do you
10 determine that?

11 MR. CAPUTO: Basically by the type of equipment. The
12 Container and Cartage is a flatrack division. They do the
13 cartage work, local deliveries of freight, pickups in San
14 Francisco . . . the cartage functions.

15 The General Freight Division is our long haul division.

16 CHAIRMAN KING: Are you saying then that the Clark
17 Farnsworth Division doesn't pick up any freight that goes out of
18 the jurisdiction of the local cartage?

19 MR. DICKMAN: If they do, they handle it themselves, all
20 the way through.

21 CHAIRMAN KING: I didn't say that.

22 What I am saying is that you have got a shipment going to
23 Chicago. Now, do the Clark Farnsworth local cartage people
24 pick up that shipment to go to Chicago?

25 MR. DICKMAN: No, the General Freight people.

26 CHAIRMAN KING: I am trying to define in my mind how you

1 people define what work they do; because it is kind of compli-
2 cated. If it is the same company, the same check with two
3 seniority lists . . . to add insult to injury, in the same
4 terminal, that is all I want.

5 MR. DICKMAN: As I can see, nothing has changed in this
6 case except the name.

7 CHAIRMAN KING: Are there any other questions of anybody?

8 MR. ANDRATE: No.

9 MR. HAGE: The only thing I will say, and I will be honest,
10 is that since the last case we put on, there wasn't a big layoff;
11 like I mean 20 fifteen year seniority men were working, but
12 since they changed the name and they changed the bill of lading,
13 these guys have been laid off.

14 CHAIRMAN KING: How do you mean they changed the bill of
15 lading?

16 MR. DICKMAN: It reads, "Cartage and Container Division."

17 CHAIRMAN KING: What he says at that time is that the men
18 weren't losing work and that is what I am trying to determine.

19 Why are they losing it now?

20 MR. DICKMAN: Because the work has dropped off.

21 CHAIRMAN KING: It is the company's position that you are
22 not, by bills of lading or any other source, diverting the work
23 from the Container Division to the Freight?

24 MR. DICKMAN: Correct.

25 CHAIRMAN KING: And it is the union's position that you
26 are.

1 MR. DICKMAN: We say we are not.

2 CHAIRMAN KING: Is there anything else?

3 (No response.)

4 CHAIRMAN KING: Executive session.

5 (Executive session.)

6 MR. WILLIAMS: Based on the facts presented in this case,
7 the claim of the union is denied; if however that it can be
8 proven that work from one division is being diverted to another,
9 with people laid off, it would be a violation of the contract.

10 MR. WINTERS: Second the motion.

11 CHAIRMAN KING: All those in favor of the motion signify
12 by saying "Aye."

13 Those opposed?

14 The motion is carried.

15 (Whereupon, the parties returned to the hearing room and
16 the motion was read by the reporter.)

17 CHAIRMAN KING: The union pays the \$25.

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1 CASE #8-71-6271 AUGUST 11, 1971 10:35 a.m.

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4 LOCAL 278, San Jose, and PACIFIC MOTOR TRUCKING.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 ROY WILLIAMS

GORDON KIRBY
CHARLES LAWLOR

8 APPEARANCES:

9 PETE CANCELLA appeared on behalf of the Union.

10 ART CONNORS appeared on behalf of the Employer.

11 ALSO PRESENT:

12 ROY NUNES, Sergeant-at-Arms.

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15 CHAIRMAN KING: This is Case No. 8-71-6271, Local 287
16 versus Pacific Motor Trucking.

17 The union panel is Roy Williams and George King.

18 Who is on the employer panel?

19 MR. MC DOUGALD: Kirby and Lawlor.

20 CHAIRMAN KING: Proceed, Pete.

21 MR. CANCELLA: This is a case where P.M.T. drops trailers
22 at Gem Tops, and Gem Tops is the company that sells these camper
23 covers for pickups; and what they are doing is dropping them at
24 Gem Tops, and Gem Tops' employees are unloading them.

25 We are stating we believe that our people should be unload-
26 ing this. In the past, we used to leave the driver there to

1 assist in unloading.

2 Also, years ago, we used to pick up the Sportsliner in
3 South San Jose and we performed the work ourselves at all times
4 there.

5 That's about it.

6 CHAIRMAN KING: Any questions of the union?

7 (No response.)

8 CHAIRMAN KING: Let's hear from the employer.

9 MR. CONNORS: The shipper, as he says, and the consignee
10 insist that they unload because of the nature of the commodity.
11 It is not wrapped or crated. It is nested into the trailer at
12 the point of loading, and brought over here; and they are
13 insisting their people have to do it because of the susceptib-
14 ility to damage of the merchandise.

15 I have got a letter from the shipper and a picture of how
16 they unload. This is what we are basing our case on.

17 CHAIRMAN KING: How long does it take to unload a trailer?

18 MR. CONNORS: Four and a half hours.

19 CHAIRMAN KING: Did your fellows stay with the truck
20 before?

21 MR. CANCELLA: Yes.

22 CHAIRMAN KING: Are there any other questions?

23 MR. LAWLOR: Does the company agree with that answer?

24 MR. CONNORS: No. I don't recall people ever staying. We
25 have sent them out.

26 MR. CANCELLA: Chuck stayed with that truck.

1 MR. LAWLOR: One question, Pete:

2 This driver you just mentioned that stayed with the truck,
3 how long was that? When is the last time he stayed with the
4 truck? Do you recall? Was it recently?

5 MR. CANCELLA: I would have to say that it was prior to me
6 filing this.

7 MR. LAWLOR: Three or four months ago?

8 MR. CANCELLA: I filed this on 5-24-71. I would have to
9 say it was around March or April.

10 MR. LAWLOR: Did he babysit the equipment or physically
11 unload it?

12 MR. CANCELLA: He got up and unloaded the thing.

13 What they do is they have the driver and one man from the
14 plant unloading it; and then they said, "No, just drop it."

15 As a matter of fact, the last time they took the trailer
16 down there--or the first time he took the trailer down there,
17 he didn't get to stay with the equipment.

18 Frank asked him who would help him and he said that he had
19 sent his guy out. There is nobody there to help, now.

20 CHAIRMAN KING: All right.

21 Are there any other questions by anybody?

22 MR. KIRBY: Yes.

23 CHAIRMAN KING: Go ahead.

24 MR. KIRBY: How long have you had this account?

25 MR. CONNORS: Three years that I know of. I have been
26 there three years.

1 MR. KIRBY: Have your people ever nested these stops with
2 the account?

3 MR. CONNORS: It states it is loading, but it is unloading.

4 MR. KIRBY: But they are receiving?

5 MR. CONNORS: Right.

6 MR. KIRBY: Have you delivered these in the past? Have
7 your people unloaded in the past?

8 MR. CONNORS: Not that I recall, no.

9 There may have been a case where they stayed there, but
10 not to my knowledge. It is a three-man job; and as I say, they
11 train their people on how to get them out. They are tightly
12 nested. It is glass and aluminum. The finished products are
13 very easily damaged; and for this reason, the consignees insist
14 they do it.

15 CHAIRMAN KING: Do you mean to tell me that the consignee
16 is arguing with P.M.T. to furnish the third man? Now it takes
17 three men: one with a hand truck in the center and two guys
18 pitching and taking it out?

19 There isn't a consignee in America that would argue with a
20 trucking company to have a third man paid by the trucking
21 company.

22 Are there any other questions?

23 MR. LAWLOR: Who is responsible for the condition of the
24 cargo? Do you know?

25 MR. CONNORS: It is the shippers that load and the consignee
26 unloads. They are fully responsible for any damage that is on

1 the load.

2 Here is actually what they are . . . (indicating).

3 MR. LAWLOR: You mentioned a letter from the shipper. Did
4 this change the pre-existing policy you were using with this
5 account, or was this an exception for your hauling the account?

6 MR. CONNORS: This is the letter sent to us. This is what
7 happened. I asked him if there was any reason that we stay and
8 unload; and he said, "No. Our people unload it."

9 I said, "Give me a letter to that effect"; and he said,
10 "Certainly."

11 CHAIRMAN KING: Are there any other questions?

12 If not, excuse the parties.

13 (Executive session.)

14 CHAIRMAN KING: Based on the facts presented in this case,
15 the claim of the union is upheld.

16 MR. WILLIAMS: Second the motion.

17 CHAIRMAN KING: All those in favor of the motion say "Aye."
18 Those opposed?

19 The motion is carried.

20 (Whereupon, the parties returned to the hearing room and
21 the motion was read by the reporter.)

22 CHAIRMAN KING: The company pays the \$25.

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1 CASE #8-71-6265 AUGUST 11, 1971 10:50 a.m.

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4 LOCAL 70, Oakland, and RINGSBY SYSTEM.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

GORDON KIRBY
CHARLES LAWLOR

9 APPEARANCES:

10 BOB FREITAS, DICK SARMENTO and ROY NUNES appeared on behalf
of the Union.

11 LEE SMITH appeared on behalf of the Employer.

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14 CHAIRMAN KING: This is Case No. 8-71-6265, Local 70
15 versus Ringsby System. This is a claim for holiday pay.

16 The union panel will consist of George King and Al Winters.

17 The employer panel will consist of . . .

18 MR. MC DOUGALD: . . . Lawlor and Kirby.

19 CHAIRMAN KING: Representing the union?

20 MR. FREITAS: Freitas and Sarmento.

21 CHAIRMAN KING: Representing the employer?

22 MR. SMITH: Lee Smith.

23 CHAIRMAN KING: Okay. The union proceed.

24 MR. FREITAS: The union's position in this case is that
25 Mr. Swindell from Ringsby was paid Washington's Birthday, and
26 sometime later the company turned around and docked him for the

1 holiday pay because they claimed he only finished eleven days
2 work that month; therefore he didn't qualify under the holiday
3 provisions of the contract.

4 Our interpretation of the contract is that it shouldn't
5 apply under the Holiday section of the agreement, but should
6 come under Article 45, Section 1 in which it stipulates that
7 the regular employee, if he is off the job due to illness, shall
8 accumulate vacation rights or holiday pay or sick leave beginning
9 with that date of illness and continuing for the rest of that
10 month and 30 days thereafter, if it is necessary.

11 What we feel prevails here is if the man goes off sick and
12 there was a holiday, we feel he wouldn't necessarily have to
13 complete 13 days to qualify himself for that holiday. The 13-
14 day provision would ^{NOT} prevail, we feel. *Per telephone conversation 11/22/71 with E.D. Conklin - change to read "would not prevail." Lh.*

15 Because of this, the union feels the man, Mr. Swindell,
16 should definitely be paid Washington's Birthday as he worked
17 the 11 days in February and went off sick for the balance of
18 that month; so he qualified himself for Washington's Birthday.

19 MR. SARMENTO: I want to add a little bit to it, that to
20 our knowledge, the negotiations in the last contract haven't
21 changed the leave of absence . . . one word in it; and the
22 practice in the Bay Area was they haven't changed it in the new
23 contract.

24 I don't see any language change in the Bay Area. The
25 practice was that anybody that was off sick between that month
26 and 30 days, they accumulated the holiday and vacation rights.

1 I don't see any language change during the negotiations, as far
2 as language.

3 MR. NUNES: Can I add to the case as far as on the part of
4 Local 70?

5 CHAIRMAN KING: Go ahead.

6 MR. NUNES: We had a case back in '66 that referred to
7 L.A. Motor Express and it was myself that put the case on.

8 Why the case was lost by the union is because the man did
9 come back to work and even went off for reasons of his own.
10 That is why the case was lost.

11 This is a case that has been used ever since than as to how
12 a man is eligible to receive money.

13 In this case, the man--for what reasons he was off, I don't
14 know--he was off and should have had to the end of that month
15 and 30 days thereafter.

16 They can't use the Seattle case, because that isn't a true
17 picture.

18 CHAIRMAN KING: Are there any questions?

19 (No response.)

20 CHAIRMAN KING: Let's hear from the employer.

21 MR. SMITH: The employer feels the contract language on
22 Holidays, the language in Article 57, Paragraph 3 of the JC #7
23 supplement applies.

24 We have two cases here that I would like to refer to you
25 that we feel parallel this one. The first one is LD 10-63-1040
26 and JWC 5-6-2460.

1 We have no record of the man calling in sick. He worked
2 11 days. He worked during the month of February, and we have
3 no record of him calling in sick. He worked 11 days and the
4 holiday made it the 12th day, and we feel that Paragraph 3 of
5 Article 57 applies to this case. It is very explicit.

6 CHAIRMAN KING: I would like to ask you a question.

7 When you make the statement that you have no record of this
8 man calling in sick, do you keep records of employees that call
9 in sick?

10 MR. SMITH: Yes we do.

11 Here it is (indicating).

12 CHAIRMAN KING: This man would have been off sick.

13 Would you pay him the holiday, or is that an unfair question?

14 MR. SMITH: Well, I feel that is--

15 MR. KIRBY: I think it is an unfair question, George.

16 MR. SMITH: I think it is an unfair question.

17 CHAIRMAN KING: Are there any other questions?

18 I don't want to put anybody on the spot.

19 MR. LAWLOR: I assume that based on the facts the man didn't
20 receive sick pay?

21 MR. SMITH: That's right.

22 CHAIRMAN KING: But he did receive holiday pay, and you
23 took it away from him?

24 MR. SMITH: Yes.

25 CHAIRMAN KING: Okay. If there is nothing further, you are
26 excused.

1 (Executive session.)

2 CHAIRMAN KING: I would like to make a motion that based on
3 Section 2 of Article 45 that the employee of the company in
4 question be entitled to his holiday pay.

5 MR. WINTERS: Second the motion.

6 CHAIRMAN KING: All those in favor of the motion say "Aye."
7 Those opposed?

8 The motion is deadlocked.

9 (Whereupon, the parties returned to the hearing room and
10 the motion was read by the reporter.)

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1 CASE #8-71-6267 AUGUST 11, 1971 11:25 a.m.

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4 LOCAL 70, Oakland, and SEA-LAND SERVICES, INC.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 DICK SARMENTO, ROY NUNES and TERRY LOPES appeared on behalf
of the Union.

11 SAL MARINO and KEN ROGERS appeared on behalf of the Employer.

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14 CHAIRMAN KING: This is Case No. 8-71-6267, Local 70 versus
15 Sea-Land Services, Inc.

16 The union panel will consist of Al Winters and George King.

17 The employer panel?

18 MR. MC DOUGALD: Lawlor and Preston.

19 CHAIRMAN KING: Representing the union?

20 MR. SARMENTO: Dick Sarmento and Terry Lopes.

21 MR. NUNES: Roy Nunes, Teamsters Local 70.

22 CHAIRMAN KING: Representing the employer?

23 MR. MARINO: Sal Marino and Ken Rogers.

24 CHAIRMAN KING: This is a money claim for Terry Lopes.

25 Dick go ahead.

26 MR. SARMENTO: Yes.

1 Terry Lopes was employed by Sea-Land in July or June or
2 somewhere in there, probably August or a little later than that.
3 He ran into a problem getting steady employment with the company
4 over a hassle he had with the state over some tariff problem and
5 was put in jail.

6 In the meantime--

7 MR. WILLIAMS: I don't think that should be part of the
8 record, because it was not part of the original record.

9 MR. SARMENTO: Anyway, he got employed by the company. He
10 was dispatched from the hall and was employed by the company,
11 and it was a case that Roy Nunes did a little bit on; and the
12 case was here with this committee and a decision was rendered
13 then.

14 After that case, the company used this individual and he
15 gained seniority under the Sea-Land contract in December of
16 1970. He also gained seniority in the month of January, 1971
17 and he gained seniority in March of 1971 under the contract;
18 and we are claiming that under the contract he worked and
19 qualified himself. He has to have 13 days with the company.
20 In these three months, he would have obtained the 13 days, and
21 for that reason we feel he should be put on the seniority list
22 like any other employee; and what his past record was, shouldn't
23 be involved pertaining to seniority under this contract.

24 We feel the company had enough time to investigate the
25 employee prior to him getting seniority, or if they didn't want
26 him on the seniority list they shouldn't have let him gain the

1 time required under the seniority rights.

2 I want Roy Nunes to elaborate a little on the case, because
3 he is familiar with it.

4 MR. NUNES: I would like to correct the record on Dick's
5 statement, because he wasn't that familiar with the case.

6 The case came before JWC and we tried to work it out with
7 Roy Williams, and the company and the union agreed to put the
8 man to work, not as a permanent employee, but to use him two or
9 three months.

10 The company was to go back to a bond on the clearance from
11 their security and to try to put the man on the payroll because
12 of his past record.

13 The man worked faithfully. He was a good employee.

14 In ther interim period, Sea-Land came back and said, "No,
15 the security provisions would not allow the company to put the
16 man on the payroll."

17 With that, they let the man go, and after they let him go,
18 they hired him again for another couple of days.

19 To me, this proved the man was a good employee at the time
20 he worked for the company.

21 MR. SARMENTO: On March 30, the company sent me a letter
22 saying they couldn't put him on their payroll; but right after
23 March 30th--which would be April--the employer employed him
24 again after they sent the union the letter.

25 I will rest there, unless you want to question.

26 CHAIRMAN KING: Anyquestions of the union?

1 MR. LAWLOR: Yes.

2 How did they put him back on the couple of days, did they
3 call the hall and ask for him?

4 MR. SARMENTO: They called the hall and he was dispatched
5 at that time and the company used him.

6 MR. LAWLOR: Did they ask for him by name?

7 MR. SARMENTO: No.

8 MR. LAWLOR: It just happened that they sent him down and
9 they did take him?

10 MR. SARMENTO: Yes. It is individual. They sent a written
11 letter to the hall not to use him. In every company, they send
12 the man right back; and they didn't do this with Mr. Lopes.
13 They used him. They liked his work. They said he is a good
14 worker and he does his job good and the only reason is just
15 what I said earlier that happened to him.

16 MR. LAWLOR: You say they used him two days.

17 Did the company ask him to come back for the second day?

18 In other words, the first day the hall called him down or
19 were you dispatched out of the hall the second day?

20 MR. LOPES: I was dispatched.

21 MR. LAWLOR: Both days in question?

22 MR. LOPES: Yes.

23 CHAIRMAN KING: Let's hear from the employer.

24 MR. MARINO: We feel that we have complied with the meeting
25 that was held here last November.

26 In that meeting, the committee notified us that we would

1 work Mr. Lopes as a casual employee for a period of three to
2 six months; and that during that period of time the company
3 would review and decide if they thought he would be a risk or
4 not.

5 In our security department they felt he would be a bad
6 risk and we notified him by registered mail in March that we
7 would not take him on as a regular employee.

8 During the grievance in November, the 13-day provision was
9 waived. Mr. Nunes made no comments when it was brought up.

10 MR. WILLIAMS: Off the record a moment, please.

11 CHAIRMAN KING: Off the record.

12 (Remarks outside the record.)

13 CHAIRMAN KING: Do you want to continue with your case?

14 MR. MARINO: I think that is about it.

15 CHAIRMAN KING: Is there anything else anybody wants to
16 put on the record?

17 MR. MARINO: I am trying to remember where I left off.

18 CHAIRMAN KING: Would the reporter read back the last thing
19 that Mr. Marino said?

20 (Mr. Marino's last statement read back by the reporter.)

21 MR. MARINO: That is all I had to say.

22 CHAIRMAN KING: Any other questions?

23 MR. LAWLOR: One question, if I may. . . Was this man
24 rejected by your security department?

25 MR. MARINO: Right.

26 CHAIRMAN KING: Was there anything else you wanted to put on?

1 MR. MARINO: That's it.

2 CHAIRMAN KING: Do you want to say anything further, Dick?

3 MR. SARMENTO: The letter the company sent me of March 23
4 says, "The company prohibits us from adding you to the payroll
5 as a regular employee." It doesn't state anything about
6 obtaining a bond or trying to work out the problem; and we feel
7 the man did gain his seniority.

8 We know he had a problem. We had discussions on it that
9 he should be given a chance if the bond could be obtained under
10 what was discussed.

11 MR. WINTERS: Let me ask you something off the record.

12 CHAIRMAN KING: Off the record.

13 (Remarks outside the record.)

14 CHAIRMAN KING: Is there anything else anyone wants to
15 put on the record?

16 (no response.)

17 CHAIRMAN KING: All right, you are excused.

18 (Executive session.)

19 MR. WILLIAMS: Based on the facts presented, the claim of
20 the union is denied and this case will not be used as a
21 precedent setting case.

22 MR. WINTERS: Second the motion.

23 CHAIRMAN KING: All those in favor of the motion signify
24 by saying "Aye."

25 Those opposed?

26 The motion is carried.

1 (Whereupon, the parties returned to the hearing room and
2 the motion was read by the reporter.)

3 CHAIRMAN KING: The union pays the \$25.
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1 CASE #8-71-6266

AUGUST 11, 1971

11:45 a.m.

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4 LOCAL 70, Oakland, and SEA-LAND SERVICES, INC.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

8 APPEARANCES:

9 DICK SARMENTO and ROY NUNES appeared on behalf of the Union.

10 SAL MARINO and KEN ROGERS appeared on behalf of the Employer.

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13 CHAIRMAN KING: This is Case No. 8-71-6266, Local 70 versus
14 Sea-Land Services, Inc.

15 We will have the same panels and the same appearances.

16 All right. This is an interpretation on a grievance
17 pertaining to vacations.

18 The union proceed.

19 MR. SARMENTO: Under the Vacation clause with Sea-Land--
20 and I have a copy if the panel wants to see it--employees with
21 one year and less than three years of service with the employer
22 shall receive two weeks of vacation with pay each year.

23 Employees with three to seven years of service with the
24 employer shall receive three weeks (15 working days) of vacation
25 with pay each year.

26 Our claim here is that the language in this contract is no

1 different than the Master Freight Agreement which they were
2 under three years prior to the contract.

3 The only thing that changed in this language was that from
4 ten years of service with four weeks vacation was reduced down
5 to after seven years service.

6 We claim when a man has three years on his anniversary date
7 with the company, if he takes a vacation, he is entitled to 15
8 days.

9 I want Roy to testify in the case, because he is the one
10 that was in negotiations and he is aware of what was negotiated
11 with the company.

12 We are claiming that if a man has three years on his
13 anniversary date with the company and he goes on vacation, he
14 is entitled to 15 working days of vacation with pay.

15 Roy?

16 MR. NUNES: What?

17 CHAIRMAN KING: He says he wants you to explain the three-
18 year provision. What was the intent?

19 MR. NUNES: The same intent we had in the drayage agreement.
20 The language didn't change a bit.

21 MR. SARMENTO: Except that you have four weeks vacation
22 after seven years, and this is the only change. The company
23 was under the Master Freight Agreement provisions two years
24 prior to this contract.

25 CHAIRMAN KING: Let's hear from the employer.

26 MR. MARINO: It is the company's position that the wording

1 in the contract states that the 15 days are paid after the
2 completion of the third year.

3 The language directs that the employees have completed
4 earnings, and are entitled to take 15 working days of vacation
5 as of the first day of the fourth year of employment.

6 So we are saying, in the long run, that for the first three
7 years, there are earnings of one day a month. The first day of
8 the fourth year he may be earning one and a quarter days per
9 month.

10 CHAIRMAN KING: Let me ask you a question:

11 George King goes to work in June of 1968. June 1st of 1971
12 is his anniversary date. That's three years, right?

13 Are you saying that if I want to take my vacation, under
14 this agreement, I am not entitled to three weeks?

15 MR. MARINO: The first day of June?

16 CHAIRMAN KING: No, the second day of June. The third day
17 of June, after I complete my full three years.

18 MR. MARINO: If you were on your first or second day, you'd
19 have 12 days coming.

20 CHAIRMAN KING: Where does it say that?

21 MR. MARINO: That is our interpretation of that clause.

22 CHAIRMAN KING: Does anybody else want to say anything?

23 MR. PRESTON: You were saying that you were going to take
24 your vacation after the first day of June?

25 CHAIRMAN KING: I am saying I have completed three years,
26 at any given time . . . say, from June to June the 1st. Now, I

1 am on the employer's payroll three years and three days, and I
2 want to take my vacation. What do I get paid?

3 I think I am entitled to 15 days and he says his inter-
4 pretation is that 12 days of that is what I have.

5 Is there anything else?

6 MR. MARINO: Yes.

7 The language in that contract under the second paragraph on
8 Page 43, they are talking about an employee that is laid off,
9 which pretty well backs us up on our argument.

10 CHAIRMAN KING: Which section?

11 MR. MARINO: Section 1, Page 43.

12 CHAIRMAN KING: "Subject to the conditions set forth"?

13 MR. MARINO: Yes.

14 "Any employee laid off before the completion of one year
15 or during the first three years of employment shall receive
16 prorated vacation due on the basis of one day a month."

17 Now, the next sentence states, "After three years of
18 employment they will earn one and a quarter days per month."

19 It says, "After three years of employment."

20 CHAIRMAN KING: Okay. Go ahead and present your case.

21 MR. MARINO: What the second paragraph has done is the
22 sitting down and telling you what they earned per month.

23 CHAIRMAN KING: Anything else, Sal?

24 MR. MARINO: No.

25 MR. MC DOUGALD: It is your position, then, that the first
26 time you would have the 15 days would be after June 1, using

1 George's example of 1972?

2 MR. MARINO: He would be earning one and a quarter days a
3 month.

4 MR. LAWLOR: To simplify it, you are saying that this
5 article does not have anything to do with what you pay, but what
6 you accrue?

7 MR. MARINO: Yes.

8 CHAIRMAN KING: That's what he is saying.

9 MR. LAWLOR: This is the basis for accrual in the vacation.
10 You are saying, in other words, after the man works three years,
11 he has worked for you for three full years and at that point you
12 start to accrue his vacation pay?

13 MR. MARINO: Right.

14 CHAIRMAN KING: One question of Leroy . . . All during
15 the negotiations--and you were in the negotiations, Sal?

16 MR. MARINO: Yes.

17 CHAIRMAN KING: --Leroy, did you or anybody in Local 70
18 ever discuss any interpretation of this language?

19 MR. MARINO: No.

20 MR. NUNES: No.

21 Like I said, it was basically the same.

22 CHAIRMAN KING: But you did negotiate an increase for the
23 man with a reduction from ten to seven years, but you never
24 discussed the language?

25 MR. NUNES: No.

26 CHAIRMAN KING: Let me ask you another question.

1 How did you pay it under the old contract?

2 My understanding is that the language has not changed
3 except for the number "10" and "7".

4 How did you pay it in the old contract?

5 MR. MARINO: Under the old contract, no one had ever
6 collected fifteen days on that third year.

7 MR. SARMENTO: That's not true.

8 CHAIRMAN KING: Don't argue with him.

9 What do you mean they never had three years in, is that
10 what you mean?

11 MR. MARINO: No. They never had it.

12 This is the old contract, '67 to '70.

13 CHAIRMAN KING: Well, the company hadn't been in existence.

14 MR. MARINO: They had been in existence, but the timing
15 wasn't there. There were not enough of them that had completed
16 the third year.

17 CHAIRMAN KING: Is there anything else anybody wants to say?

18 MR. SARMENTO: One thing, the application of the Vacation
19 clause is the same as applies to the whole system in the Bay
20 Area, and the language speaks for itself.

21 CHAIRMAN KING: Is there anything else?

22 If not, we will go into executive session.

23 (Executive session.)

24 CHAIRMAN KING: I make a motion that the claim of the union
25 be upheld.

26 MR. WINTERS: Second the motion.

1 CHAIRMAN KING: All those in favor of the motion say "Aye."
2 Opposed?

3 The motion is carried.

4 (Whereupon, the parties returned to the hearing room and
5 the motion was ready by the reporter.)

6 CHAIRMAN KING: The company pays the \$25.

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1 CASE #8-71-6260 AUGUST 11, 1971 1:45 p.m.

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4 LOCAL 70, Oakland, and GARRETT FREIGHT LINES, INC.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 WILLIAM RODGERS and AL ANDRADE appeared on behalf of the
Union.

11 JIM SEVERINO and BOB EUTSLER appeared on behalf of the
12 Employer.

13 ALSO PRESENT:

14 ROY NUNES, Sergeant-at-Arms.

15 - - -

16 CHAIRMAN KING: This is Case No. 8-71-6260, Local 70 versus
17 Garrett Freight Lines, Inc.

18 The union panel will consist of Al Winters and George King.

19 The employer panel will consist of . . .

20 MR. MC DOUGALD: . . . Lawlor and Preston.

21 CHAIRMAN KING: Representing the union?

22 MR. RODGERS: Rodgers and Andrade.

23 CHAIRMAN KING: Representing the employer?

24 MR. SEVERINO: Jim Severino and Bob Eutsler.

25 CHAIRMAN KING: This is a claim for runaround pay.

26 The union proceed.

1 MR. RODGERS: We are asking for money--as we always do--
2 in violation of the contract, but not limited to the seniority
3 basis.

4 On April the 21st, we had a brother by the name of Doug
5 Ramey and R. Perez who were on layoff. At the local hiring
6 hall from Garrett Freight Lines, a heavy duty driver, Mr.
7 Maderos came in and made a pickup.

8 As far as the lumper was concerned, instead of getting the
9 men on layoff, he hired a casual man out of the hall by the
10 name of Joe Maderos. I don't believe there is any relation, as
11 far as the names are concerned. Both the driver's name is
12 "Maderos" and the casual man's name is "Maderos."

13 We feel that under the hiring hall procedure and the
14 agreement--and I am not going to say what agreement, gentlemen--
15 but I know which one we are working under now, and we feel that
16 the two men should be reimbursed for the days that they were
17 off and were at the hiring hall.

18 We are claiming runaround pay for Doug Ramey on April 21st
19 of 1971.

20 CHAIRMAN KING: Let's hear from the employer.

21 MR. SEVERINO: On this particular date, the people
22 mentioned by Billy Rodgers (Douglas Ramey, Ralph Perez, and
23 Ernie Green) were on layoff from our company.

24 We called the hall and none of these people were available.

25 Our driver was sent to the hall and picked up Joe Maderos.
26 As they left the hall, these three lumpers came back from lunch,

1 and of course it was too late by that time to change and get
2 somebody else. This is why we used Joe Maderos instead of our
3 own people.

4 At the conclusion of our hearing at the local level, I asked
5 the union representative to talk to our drivers, and the man--
6 our driver, Maderos--will state exactly what happened as to the
7 times the people were not there, etcetera.

8 As of yet, we have not been able to get the union to come
9 down and sit down and go over these things.

10 The dispatcher at the hall remembers the instance. He
11 knows the men were not in the hall.

12 CHAIRMAN KING: Are there any questions?

13 (No response.)

14 CHAIRMAN KING: Any rebuttal?

15 MR. RODGERS: I don't disagree with the employer, because
16 I got hold of the dispatcher also.

17 CHAIRMAN KING: Did he say that is what happened?

18 MR. RODGERS: He said that is definitely what happened.

19 CHAIRMAN KING: If there is nothing else, we will go into
20 executive session.

21 (Executive session.)

22 MR. LAWLOR: Based on the facts presented, the claim of
23 the union is denied.

24 MR. PRESTON: Second the motion.

25 CHAIRMAN KING: All those in favor of the motion say "Aye."
26 Those opposed?

1 The motion is carried.

2 (Whereupon, the parties returned to the hearing room and
3 the motion was read by the reporter.)

4 CHAIRMAN KING: The union pays the \$25.

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1 CASE #8-71-6261 AUGUST 11, 1971 2:05 p.m.

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4 LOCAL 70, Oakland, and GARRETT FREIGHT LINES, INC.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 WILLIAM RODGERS and AL ANDRADE appeared on behalf of the
Union.

11 JIM SEVERINO and BOB EUTSLER appeared on behalf of the
12 Employer.

13 ALSO PRESENT:

14 ROY NUNES, Sergeant-at-Arms.

15 - - -

16 CHAIRMAN KING: This is Case No. 8-71-6261, Local 70 versus
17 Garrett Freight Lines.

18 The union panel will consist of Al Winters and George King.

19 The employer panel will consist of . . .

20 MR. MC DOUGALD: . . . Lawlor and Preston.

21 CHAIRMAN KING: The parties are the same.

22 The union proceed.

23 MR. RODGERS: We have a violation of, but not limited to
24 Article 59 on Memorial Day, the holiday, Monday, May 31, 1971.
25 The company deemed it necessary to work some 13 men. Instead
26 of posting the men required the preceding Friday, May the 28th,

1 they kept the Friday night crew from 6:00 p.m. to 4:30 Saturday
2 at which time the men were told they were up to work Monday and
3 not to leave town.

4 The union feels that the company had no right to work these
5 men out of seniority and that the 13 men bypassed are entitled
6 to runaround pay for that weekend and holiday work.

7 We feel that justifiably this should be paid and there
8 haven't been any arguments about it, gentlemen, because we do
9 have an established starting time and it has been in existence
10 in Local 70 for years. A lot of you gentlemen know it that is
11 here today.

12 CHAIRMAN KING: Let's hear from the employer.

13 MR. SEVERINO: This particular night, on Friday, May 28th
14 we worked our crew until they were let off and went home. We
15 have some 27 people on the swing shift crew. On this particular
16 night we figured it was going to be a heavy night, as Friday
17 nights are.

18 We had 24 people show up to work. We called six additional
19 people to come in to work and only three showed up. Out of the
20 crew that was left, three of them left early after two or three
21 hours. Two did not show up as they were sick. This left us
22 dwindled down to 24 people that actually worked.

23 We had an exorbitant amount of freight, it being the end
24 of the month and it being close to the three day weekend. We
25 worked as much freight as we could to finish the schedule we
26 had. As the schedules filled that were to depart that particular

1 day, the people punched out and went home.

2 The men they worked on Monday were worked off the normal
3 rotation wheel.

4 When we determined that we were not going to get done on
5 Saturday, we set up, at 2:00 o'clock, calling the men to come
6 in.

7 The people that came in on Monday were off the normal
8 seniority roster, off the normal rotation wheel; therefore we
9 felt we completely complied with the contract. We do not feel
10 that we were delinquent in doing it this way.

11 CHAIRMAN KING: Let me ask you something, did the company,
12 when they realized that they had all that work on Saturday to
13 get done, try to call the men to come to work on Saturday?

14 MR. SEVERINO: Not on Saturday.

15 CHAIRMAN KING: Are there any questions of either the union
16 or the employer?

17 MR. KIRBY: How do you get the figure 13?

18 MR. RODGERS: All I know is, I believe that this was
19 brought up at the local panel that there was a discrepancy about
20 the total amount of men. I am only going by the grievance here
21 as to the total amount of men.

22 I checked into it. As a matter of fact, I believe the
23 employer also checked into it and found a total number of six
24 men.

25 How many did you finally come up with as available?

26 MR. SEVERINO: Which date?

1 MR. KIRBY: Saturday.

2 MR. WINTERS: In other words, you notify your people the
3 night before whether you have got Saturday work or not and it
4 is supposed to be rotated among your people, right?

5 MR. SEVERINO: Right.

6 MR. WINTERS: And Friday night you notified them for
7 overtime work Saturday?

8 MR. SEVERINO: No.

9 MR. WINTERS: How many people did you call Saturday?

10 MR. SEVERINO: We didn't call anybody on Saturday for
11 Saturday work.

12 CHAIRMAN KING: Well, Kirby asked a question that is
13 confusing to everything.

14 How did Billy or the local union arrive at the figure 13?
15 He tells us that is what the grievance has.

16 I think they should have asked the company how many men,
17 with that amount of freight, would they call for?

18 MR. KIRBY: Let me ask this series of questions:
19 How many men did you call in Monday?

20 CHAIRMAN KING: Just a minute.

21 Are you on the committee?

22 MR. WINTERS: He's not on the committee.

23 CHAIRMAN KING: You keep quiet.

24 MR. WINTERS: How many men did you work overtime Saturday?

25 MR. SEVERINO: How many worked overtime?

26 CHAIRMAN KING: He told you 24.

1 MR. SEVERINO: That is the number of men worked from 5:00
2 p.m. Friday night until quitting time.

3 CHAIRMAN KING: How many worked 8:00 o'clock, or until
4 they dwindled out?

5 MR. SEVERINO: There was seven people that were still
6 working, if you want to use the time of 8:00 o'clock Saturday
7 morning.

8 MR. MC DOUGALD: Can we go off the record?

9 CHAIRMAN KING: Off the record.

10 (Remarks outside the record.)

11 CHAIRMAN KING: On the record.

12 Are we talking about the problem on Saturday or Monday?

13 The union claims--and the union can correct me if I am
14 wrong--that they had a claim for 13 people for Saturday.

15 MR. LAWLOR: And Monday isn't effected by this at all?

16 CHAIRMAN KING: Monday isn't effected.

17 They figure if they are going to work the normal overtime,
18 they wouldn't have a claim; but where the men worked and worked
19 all day, they feel the company circumvented rotation to work
20 weekends and holidays, which is part of the contract.

21 Isn't that your position?

22 MR. RODGERS: Right.

23 MR. LAWLOR: Well, somebody confused me about talking about
24 Monday.

25 CHAIRMAN KING: Do you know who confused you? The
26 distinguished employer wanted to throw us off the track by his

1 argument, which was, I think he said that they didn't think that
2 they were going to have that much work.

3 MR. SEVERINO: This is true. We showed our good faith by
4 throwing additional people into the Friday night swing shift.

5 CHAIRMAN KING: You are a reputable company, I will say
6 that.

7 MR. SEVERINO: Out of the six people that we called, only
8 three showed up.

9 CHAIRMAN KING: Are there any more questions or rebuttal
10 by the parties?

11 If not, we will go into executive session.

12 (Executive session.)

13 MR. WINTERS: Based on the facts of this particular case,
14 I would like to make a motion, Mr. Chairman, that the five men
15 in the position on the rotating board for weekend work be paid
16 a day's pay at the applicable rate.

17 CHAIRMAN KING: Second the motion.

18 All those in favor of the motion signify by saying "Aye."

19 Those opposed?

20 The motion is carried.

21 (Whereupon, the parties returned to the hearing room and
22 the motion was read by the reporter.)

23 CHAIRMAN KING: The company pays the \$25.

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1 CASE #8-71-6262 AUGUST 11, 1971 2:25 p.m.

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4 LOCAL 70, Oakland, and GARRETT FREIGHT LINES, INC.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 WILLIAM RODGERS and AL ANDRADE appeared on behalf of the
Union.

11 JIM SEVERINO and BOB EUTSLER appeared on behalf of the
12 Employer.

13 ALSO PRESENT:

14 ROY NUNES, Sergeant-at-Arms.

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16 CHAIRMAN KING: This is Case No. 8-71-6262, Local 70 versus
17 Garrett Freight Lines, Ince.

18 Theunion panel will be Al Winters and George King.

19 The employer panel will consist of . . .

20 MR. MC DOUGALD: . . . Lawlor and Preston.

21 CHAIRMAN KING: We have the same parties on this case.

22 The union is the moving party, proceed.

23 MR. RODGERS: This is a money claim again, gentlemen. We
24 have a violation of, but not limited to work jurisdiction on
25 June 22nd, 1971 at 6:00 o'clock p.m. where the Terminal Manager,
26 Jim Severino and Tom Halgren, management personnel were

1 tightening down cables on Flatrack No. 96-5201. We told them
2 this was teamster work and Mr. Severino replied that this was
3 special equipment and anybody could do it. This was witnessed
4 by several men.

5 We feel that under the jurisdiction of Local 70 and the
6 contract, that we have always established that the men who are
7 under the payroll of the company shall do the work, not the
8 employer.

9 I believe that is what they were hired for, and I believe
10 this is the position of the local union. We feel the company is
11 wrong as to what they were doing.

12 They did this for about a half-hour, if I am not mistaken,
13 according to the information I have got here.

14 We feel that we do have men on the payroll; and I think
15 there isn't a company here that doesn't know this, and we can
16 go back to years where the employer has never done the work.
17 It has always been a teamster job, and we feel that the company
18 is doing an injustice to Local 70 when the management goes out
19 there and when he fools around with the cables and ties them
20 down. That is not their work.

21 We feel this is the work of the members and we are asking
22 that a man or maybe two--of course they had two men that we are
23 asking that the employer reimburse out of the hiring hall for
24 this work.

25 CHAIRMAN KING: Let's hear from the employer.

26 MR. SEVERINO: This particular load was radioactive material

1 steel-lead casks. I am sure you are all familiar with this
2 thing. It has to be specially tied down with the correct cable,
3 the correct amount of clamps and positioned right.

4 Tom and myself did not tie the thing down. There was a
5 hostler on duty at this time there. The heavy duty man that
6 picked up the load was there. What we were doing was double-
7 checking, resecurig and making sure that the thing was
8 properly tied down.

9 These are the clamps we used. We didn't have a sufficient
10 amount of clamps to use. They brought the trailer in, and Tom
11 and I hung them on the cab side. This is where this one goes,
12 and on down the line (indicating). The heavy duty man tightens
13 them down.

14 To make sure this thing was checked, Tom and I went around
15 to each one to make sure they were secured. If they were found
16 loose, Davis was the one that was called over and he tightened
17 them down.

18 We did the supervision to make sure it was secure and done
19 properly by the D.O.T. Regulations.

20 MR. PRESTON: What did it consist of?

21 MR. SEVERINO: One cask that weight 37,600 pounds.

22 MR. LAWLOR: You said if you found a loose one?

23 MR. SEVERINO: Yes.

24 MR. LAWLOR: Who tightened this?

25 MR. SEVERINO: The heavy duty man.

26 MR. PRESTON: Did you have bargaining unit people available?

1 MR. SEVERINO: The crew just came to work at 6:00 o'clock.
2 That was the witness standing on the dock.

3 If we needed additional help, there were people who would
4 have done it. This was a supervisory job to secure the load and
5 make sure it was secure.

6 CHAIRMAN KING: Are there any questions of the employer?
7 (No response.)

8 CHAIRMAN KING: Let's hear from the union.

9 MR. RODGERS: All I want to say on rebuttal is that: Does
10 the employer always have the opportunity of going out and doing
11 these things?

12 CHAIRMAN KING: All right.

13 You are excused.

14 (Executive session.)

15 CHAIRMAN KING: Based on the facts in this case, there is
16 no money claim but the company is instructed that they can
17 supervise, but they are not to physically perform bargaining
18 unit work.

19 MR. WINTERS: Second the motion.

20 CHAIRMAN KING: All those in favor of the motion signify
21 by saying "Aye."

22 Those opposed?

23 The motion is carried.

24 (Whereupon, the parties returned to the hearing room and the
25 motion was read by the reporter.)

26 CHAIRMAN KING: The union pays the \$25.

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1 CASE #8-71-6264 AUGUST 11, 1971 4:40 p.m.

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4 LOCAL 70, Oakland, and OWENS-ILLINOIS, INC.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 DICK SARMENTO appeared on behalf of the Union.

11 RAY SILVERA and BART OXLER appeared on behalf of the
Employer.

12 ALSO PRESENT:

13 ROY NUNES, Sergeant-at-Arms.

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16 CHAIRMAN KING: This is Case No. 8-71-6264, Local 70 versus
17 Owens-Illinois, Inc.

18 The union panel is Winters and King.

19 The employer panel is . . .

20 MR. MC DOUGALD: . . . Lawlor and Preston.

21 CHAIRMAN KING: Representing the employer?

22 MR. SILVERA: Ray Silvera.

23 CHAIRMAN KING: For the union?

24 MR. SARMENTO: Dick Sarmento.

25 CHAIRMAN KING: Okay. You are first. Go ahead.

26 MR. SARMENTO: Employee Harlan was off sick November 4 and

1 5, 1970. He is claiming two days sick leave for the particular
2 days, based on the contract that was newly negotiated in 1970.

3 The language in the contract states as follows:

4 "Article 17, Section 1, Sick Leave: Anniversary date
5 established as of July 1, 1959. Commencing July 1, 1959
6 employees shall accumulate a maximum of 12 days of unused sick
7 leave per year not to exceed 36 days."

8 This language, during negotiations, was proposed by both
9 parties.

10 During negotiations there was a lot of discussion over
11 the sick leave and we came to a final agreement on it. The
12 language that is in here was proposed by the company and I told
13 him then that I will accept it as such.

14 I brought it back to the membership, and as a whole, they
15 ratified it as the language as is written.

16 We had two meetings after that, a few months after that, to
17 clarify some of the language. During this meeting it was asked
18 of the company if he was satisfied with the sick leave language,
19 and he told me that he had no objection. It was clear the way
20 he wanted the language to be read.

21 So, I am claiming that as of July 1st, 1970 by the
22 accumulation, that it is written here in the contract that an
23 individual employee working for Owens-Illinois had 36 days
24 accumulated; and for this reason I say that the individual
25 employee is entitled to the sick leave he is claiming for.

26 That's it.

1 CHAIRMAN KING: Mr. Employer, go ahead.

2 MR. SILVERA: First of all you have to understand the
3 history of our bargaining.

4 Up until 1967 when we had a trucking operation in Oakland,
5 the plants were covered by Local 70 Pickup and Delivery. It is
6 in the National Master Freight Agreement.

7 I will read the language we had at that time out of the
8 '64-'67 book which I believe is precisely the same as you have
9 in the current book:

10 "All employees shall receive six days of sick leave with
11 pay each year commencing with the second day of illness, except
12 if hospitalized . . . ", so on and so forth.

13 "Anniversary date established as of July 1, 1959.
14 Commencing July 1, 1959, employees shall accumulate a maximum
15 of six days of unused sick leave per year not to exceed 15 days
16 of such paid sick leave."

17 In 1967 we made a proprietary agreement with the local and
18 the language which appeared in that contract was that, "All
19 employees shall receive six days of sick leave with pay each
20 year commencing with the first day of illness . . ."

21 And the, "Anniversary date established as of July 1, 1959.
22 Commencing July 1, 1959 employees shall accumulate a maximum of
23 six days of unused sick leave per year not to exceed 24 days of
24 such paid sick leave."

25 You will notice in this agreement that we took out the one
26 day waiting period and increased the accumulation of days from

1 15 days to 24 days.

2 In the contract we now have which is the 1970 to 1973
3 contract, the language reads as Mr. Sarmento read it that, "All
4 employees shall receive 12 days of sick leave with pay . . . ";
5 and the, "Anniversary date established as of July 1, 1959.
6 Commencing July 1, 1959 employees shall accumulate a maximum of
7 12 days of unused sick leave per year not to exceed 36 days of
8 such paid sick leave."

9 You will notice that we went from six days to twelve days
10 and put a waiting period back in and increased the accumulation
11 from 24 days to 36 days.

12 Now the language got into the contract in this fashion:
13 The local proposal, and the only proposal they made on sick leave
14 in the negotiations was, and I will read the part germane to
15 this issue of Section 1, Sick Leave Allowance:

16 "All employees shall receive 12 days of sick leave with
17 pay each year commencing with the first day of illness"; and
18 the option was that they could take the cash out at the end of
19 the year on all sick leave accumulated or they might accumulate
20 up to 26 days.

21 An employee, at the end of three years is more than 36 days,
22 and he may receive cash; or if he chooses to maintain the 36
23 days, he shall receive reimbursement for sick leave accumulated
24 over and above 36 days, and he shall receive that. That is the
25 only language proposed by the local.

26 Our proposal went as follows:

1 On March 13, 1970 we made our first counterproposal that,
2 "All employees shall receive 12 days of sick leave with pay each
3 year commencing with the fourth day of illness, except if
4 hospitalized, in which case it shall commence with the first
5 day of illness.

11 6 "Commencing July 1, 1959, employees shall accumulate a
7 maximum of 12 days of unused sick leave per year not to exceed
8 36 days of such paid sick leave."

9 We had a meeting on March 23rd in which we resubmitted the
10 same proposal with the same language.

11 We had a meeting on March 30 where we modified our
12 proposal with the same language, but instead of the four day
13 waiting period we modified it to the third day of illness; and,
14 "Commencing July 1st, 1959 employees shall accumulate a maximum
15 of 12 days of unused sick leave per year not to exceed 36 days
16 of such paid sick leave," which is the same language as in the
17 last meeting we had which was April 1st.

18 Then we modified our proposal to read the second day of
19 illness instead of the third day.

20 That is everything that was done with sick leave that I
21 have read to you to point out the language that went into the
22 contract was our language, was what we proposed and that it was
23 understood.

24 We did have a meeting, as Mr. Sarmento said and there was
25 no intent to change the meaning in any way, shape or form.

26 Now July 1st, 1959 establishes the anniversary date from

1 which any unused sick leave may be carried forward. In other
2 words, a man only uses three days of sick leave, he may carry
3 that other three days forward into the next contract year, until
4 he accumulates the maximum of 15 days. That is under the old
5 contract and under the present contract.

6 In 1967 to 1970 we changed the accumulation from 15 to 24.
7 We did not go back to the prior contract period and credit any
8 unused sick leave for those individuals with 15 days credit.
9 In other words, a man had 15 days and only used three in a
10 particular year, and we didn't go back and add that three.

11 The 12-and-36 provision is prospective benefits, a future
12 benefit protection for a man with a major illness; so he can
13 accumulate his 12 days. There was no point in going from six
14 to twelve and leave the accumulate at 24, because the man may
15 not get anything out of it. There was no intention at all to
16 go into prior contract periods and provide a retroactive benefit
17 that did not apply to prior contracts.

18 You can't go into that prior contract period. To do what the
19 union asks, would require increasing the unused sick leave
20 maximum to 26 days. Any man who works six years would get 36
21 days if he didn't have an accumulated sick leave, which is
22 generally the case.

23 Now, the cost of that is forty-five thousand bucks and that
24 is a lot to pay; and I am just absolutely certain that when we
25 talk about that kind of money we know what we are talking about.

26 Our language and intention was clear as to provide a future

1 benefit, not a retroactive benefit.

2 CHAIRMAN KING: Are there any questions of the employer?

3 MR. LAWLOR: The date of this last contract was 1970?

4 MR. SILVERA: 1970.

5 MR. MC DOUGALD: And the 12 days did not change?

6 MR. SILVERA: It went from six to twelve on the same date.

7 MR. MC DOUGALD: You had 12 in your '70 contract?

8 MR. SILVERA: We went to 12 and 36.

9 CHAIRMAN KING: 36 over the life of the contract?

10 MR. LAWLOR: Well, on April 1st, 1970 did Mr. Harlan have
11 any accumulative sick pay that carried over into the '70-'73
12 contract?

13 MR. SILVERA: Yes. I believe he did have that.

14 We have the anniversary year which is July 1st, so we talk
15 from July 1st, 1970; and no, he had no carryover at all. From
16 '69 to '70 he used six days and had no credit. He was credited
17 with 12 days as of July 1st, 1970.

18 MR. LAWLOR: I have no further questions.

19 CHAIRMAN KING: One question, Ray, during the course of
20 your regular negotiations you had several meetings; and Sarmento
21 made a statement--and correct me if I am wrong--"This is the
22 language we agreed to"; and you said, "Yes, this is the language
23 we proposed."

24 Did you ever discuss this language to mean accumulative of
25 36 days with the union?

26 MR. SILVERA: I am not sure I understand.

1 CHAIRMAN KING: You traded language back and forth; and
2 certainly you didn't intend to negotiate retroactive sick leave.

3 Listening to Sarmento present his agreement, he said that
4 he asked you to compare the languages in the finalizing of the
5 document and he said to you, "Is this the same language?" and
6 you said, "Yes."

7 His intention is that it means accumulative and you say it
8 doesn't.

9 Anytime during negotiations, did you and Sarmento discuss
10 this language to mean 36 days retroactive?

11 MR. SILVERA: We discussed it in the sense that . . . well,
12 really, that was their proposal, that is what they were asking
13 for.

14 As I remember, we didn't have a discussion along those lines.

15 CHAIRMAN KING: Is there any rebuttal?

16 MR. SARMENTO: Yes.

17 CHAIRMAN KING: Wait a minute.

18 Red?

19 MR. PRESTON: When you went from the 15 days to the 24 day
20 change in the contract, was that retroactive?

21 MR. SILVERA: No sir.

22 MR. PRESTON: That's all.

23 CHAIRMAN KING: Are there any other questions of the
24 employer?

25 (No response.)

26 CHAIRMAN KING: Go ahead, Dick.

1 MR. SARMENTO: That paragraph covers two things, and the
2 anniversary established 1959 and it gives the individual the
3 right to set the anniversary date. If the employer stated
4 July 1st, 1970 that employees shall accumulate 12 days, because
5 it was changed from 6 to 12 which he didn't do. It was
6 commencing in 1959, the accumulated days.

7 All of the agreements in the past was just six days in there.
8 The accumulation was, of course, an increase; but not the amount
9 of days per year which this contract did.

10 I didn't propose the language. He made the proposal and I
11 feel he understood what he wrote. I read it in my proposal and
12 I had no commencing date in it. I wanted a payoff and he
13 refused it; and as he gave me this proposal, I read and finally
14 accepted it. I asked him, "Is this the language you want to
15 propose?" and he said, "Yes." Twice I sat in his office and
16 came to that language and I said, "Are you satisfied with the
17 language?"; and he read it, and he said, "Yes, this is clear.
18 Commencing July 1st, 1959 you are entitled to 12 days"; and not
19 six days. He automatically was banking on six days for the
20 members as of April 1st, 1970 who had six or more with the
21 company. I even read this to the membership what this meant.

22 I asked him if he had any difficulty with the intent and
23 at that point of the proposal he should have notified me. I
24 shouldn't be thinking for him, because I asked him twice.

25 I know it's a lot of money, but I told him I wanted to
26 honestly present this to the members when they voted for the

1 agreement.

2 I said, "I will sell it to the membership."

3 It was tentatively agreed to, just what it meant.

4 At that point, it never did come up until November when an
5 individual got sick and I brought it in here now for an
6 interpretation.

7 I rest there.

8 CHAIRMAN KING: Let me ask you one question:

9 When you discussed with Ray about the language, did you
10 and Ray at any time during your discussion agree that this
11 language meant it was a retroactive thing for 36 days?

12 MR. SARMENTO: Read it. It is as clear as I read it here.

13 As I say, he made the final proposal and I denied that and
14 I felt that he should know what he wrote down and meant by it.
15 If he said July 1st, 1970 I could have read it and understood
16 it and gone on from that day.

17 CHAIRMAN KING: When you saw the language, 'in your own mind
18 you figured it was accumulative of 36 days?

19 MR. SARMENTO: Yes.

20 CHAIRMAN KING: When you talked to Ray, did you and him
21 ever discuss it was accumulative? Yes or no?

22 MR. SARMENTO: No. I just read it to him and told him to
23 look at it, twice.

24 CHAIRMAN KING: Now we boil down to the point . . . You
25 thought in your mind that this language meant it was accumulative
26 of 36 days; and his position is that it was not in the prior

1 agreement and therefore why would he negotiate 36 days retro-
2 active.

3 MR. SARMENTO: As far as that point is concerned, I was
4 asking for a payoff and he refused to agree to such; so I felt
5 that he was giving me something at that point, and I accepted it.
6 I didn't go into the complete details, because he wrote the
7 language.

8 MR. MC DOUGALD: Did you negotiate with him in the '67
9 contract?

10 MR. SARMENTO: Not with Silvera, no.

11 I think they retained Paul Fox.

12 MR. MC DOUGALD: And they changed the accumulated days
13 from 15 to 24?

14 MR. SARMENTO: Yes.

15 MR. MC DOUGALD: And now they automatically all would pick
16 up nine days at that time?

17 MR. SARMENTO: Yes.

18 MR. MC DOUGALD: Was there any position taken, to your
19 knowledge, by the local union similar to that?

20 MR. SARMENTO: If they accumulated more than six days a
21 year, they could go up to the 24 and they could accumulate half
22 the amount.

23 If they used six days, they couldn't get more, and that is
24 not true. They could pick up six days, but they couldn't go
25 over 36. That's the difference.

26 MR. LAWLOR: To make sure I understand your answer, you

1 were unhappy, so to speak, by not getting the payoff on that
2 particular deal.

3 Did you then assume that he was giving you this retroactive
4 thing in lieu of that? Did you discuss that?

5 MR. SARMENTO: Truly I wouldn't be here if that was my
6 intent or what I submitted to the membership.

7 MR. LAWLOR: And when you brought it up to the membership,
8 you expressed to the membership your interpretation of this
9 article?

10 MR. SARMENTO: Yes.

11 MR. LAWLOR: But you didn't discuss it on the bargaining
12 interpretation?

13 MR. SARMENTO: I asked him if that was the language he
14 wrote and he said, "Yes." I left it go at that.

15 MR. LAWLOR: But with the membership you explained your
16 interpretation of that language in detail?

17 MR. SARMENTO: Yes.

18 MR. LAWLOR: But you didn't explain your interpretation of
19 it with him?

20 MR. SARMENTO: He didn't either.

21 CHAIRMAN KING: He said that because of the way it was
22 written there was an accumulation of 36 days, and Ray said there
23 wasn't.

24 One thing Ray should clear up for us under the old agreement
25 is that the language was the same, even though it was 15 days,
26 they could accumulate more than they did anyway.

1 MR. SILVERA: If a man had 15 days and then he was credited
2 with six days--well, say I had 15 days July 1st, 1967 and I was
3 credited with six days more and I didn't have a day of sickness,
4 I lost that particular sick leave.

5 CHAIRMAN KING: Are there any other questions or statements
6 by either party?

7 MR. SARMENTO: I want you guys to understand that when we
8 went into the typographical errors, he sent me a list of items
9 about five months after; and I did go over the typographical
10 errors, and I agree there were typographical errors on the sick
11 leave that was not put in there. If he would explain that, I
12 would sit down and discuss it and say, "Yes"; but I felt truly
13 he was satisfied in his mind that that was the language he
14 proposed and meant.

15 I think that Ray can verify that.

16 MR. SILVERA: Let me say that the typographical errors
17 were not involved in the sick leave. I read the contract in a
18 proofreading fashion and verified those points to the letter.
19 Obviously there was no intention to clarify the language in my
20 mind.

21 I would like to make the point here that, "Commencing July
22 1st, 1959, employees shall accumulate a maximum of 12 days of
23 unused sick leave per year not to exceed 36 days." It doesn't
24 say that you automatically get 12 days, it says that you shall
25 be credited with the maximum or it provides a limit to which you
26 can be credited.

1 If you go back into the contracts, such as the 1967 contract
2 where you can earn six days, how, if you can only earn six days
3 can you be credited with 12 days? That is so abundantly clear
4 in my mind that there would be no need for discussion.

5 It's not possible to earn what the contract here guaranteed.
6 This provides a basis for moving forward.

7 CHAIRMAN KING: Let me ask you one question:

8 When you took a vote of the membership, how did you vote?

9 MR. SARMENTO: Secret ballot.

10 CHAIRMAN KING: Did you call a meeting of the men?

11 MR. SARMENTO: Yes.

12 CHAIRMAN KING: Did you explain to the membership that in
13 lieu of the payoff provision for accumulative sick leave that the
14 company would not agree to this proposal?

15 MR. SARMENTO: I read them the language and said that the
16 language we have here is what the company is proposing; and
17 really with the 24 day accumulation--and they had and the 12 he
18 was picking up as of the contract year, that practically put
19 them with the 36; so some of the guys could have gone back
20 retroactive with this language. I said that it will affect
21 these guys, the ones that use the sick leave. The ones that
22 use the sick leave in the bank will not benefit, because with
23 12 and 24 in the bank, as of the contract year, it would bring
24 them to a total of 36 which they can't accumulate that back.
25 I am sure that is what the company's intention behind it was and
26 I explained it to them; but truly I didn't sit down with the

1 company and thrash it completely out. I took it for granted that
2 that is what he meant and read it that way to the members.

3 CHAIRMAN KING: Is there anything else?

4 Are there any questions by either parties or does anyone
5 want to add anything?

6 (No response.)

7 CHAIRMAN KING: All right. Excuse the parties.

8 (Executive session.)

9 MR. LAWLOR: Based on the facts presented and the method
10 of progression of sick leave from the previous negotiations,
11 the claim is denied.

12 MR. PRESTON: Second the motion.

13 CHAIRMAN KING: All those in favor of the motion say "Aye."
14 Those opposed?

15 The motion is carried.

16 (Whereupon, the parties returned to the hearing room and
17 the motion was read by the reporter.)

18 CHAIRMAN KING: The union pays the \$25.

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1 CASE #5-71-6068 AUGUST 11, 1971 5:15 p.m.

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3
4 LOCAL 70, Oakland, and INTERSTATE MOTOR LINES.

5 JOINT COUNCIL #7 DISPUTES

6 UNION COMMITTEE

EMPLOYER COMMITTEE

7 GEORGE KING, Chairman
8 AL WINTERS

CHARLES LAWLOR
E. R. PRESTON

9 APPEARANCES:

10 ROY NUNES and DICK SARMENTO appeared on behalf of the
11 Union.

12 FRED CAUDILLO appeared on behalf of the Employer.

13 - - -

14 CHAIRMAN KING: This is Case No. 5-71-6068, Local 70
15 versus Interstate Motor Lines.

16 The union committee will consist of George King and Al
17 Winters.

18 The employer committee will consist of . . .

19 MR. MC DOUGALD: . . . Lawlor and Preston.

20 CHAIRMAN KING: This is a money claim, so the union will
21 go first.

22 MR. NUNES: Dan Patton called in as a hostler on Sunday,
23 and upon reporting to work Mr. Patton was dispatched to make
24 a pickup.

25 After making the pickup, he returned to the yard where
26 there was hostling work to be performed. Mr. Patton refused the

1 hostling work and clocked out at 11:30 p.m. His shift was swing.

2 The union is claiming pickup pay back to 8:00 o'clock a.m.
3 as he was used as a driver; and 8:00 o'clock a.m. is the regular
4 starting time for drivers. If a man is used as a driver, he has
5 an 8:00 o'clock a.m. starting time, regardless of what time he
6 is called in, and he should be paid back to that time.

7 My understanding was that the company was aware of the man
8 making the pickup, yet they called him in and started him on
9 the swing shift. This is what I got out of it.

10 That's about the case, with the right to rebut.

11 CHAIRMAN KING: Let's hear from the employer.

12 MR. CAUDILLO: On February 28, Dan Patton was scheduled to
13 work. Actually, for many years hostlers have worked off the
14 wheel; and Patton was scheduled for the 5:00 p.m. shift, which
15 his quitting time would be 1:00 a.m. in the morning. He was
16 dispatched for pickup and returned to the office about 6:00
17 p.m. He had instructions to call the dispatcher which he did.
18 The dispatcher instructed him at that time to stay on duty, to
19 back in all the inbound trailers in the yard and advised him
20 that there were three teams due to arrive prior to 1:30 and to
21 stay and help those teams out.

22 Mr. Patton, at his own choosing, left work at 11:30.

23 I have a copy of the time card as evidence. He wrote
24 himself out at 11:30; therefore we say that he could have
25 performed the combination of hostling and pickup which we have
26 done in the past.

1 I also have a copy of the arrivals, three arrivals from
2 2345 to 2400.

3 That's the company's position.

4 CHAIRMAN KING: Was this weekend work?

5 MR. CAUDILLO: Yes sir. He came off the work--

6 CHAIRMAN KING: The work wheel and turned for Saturday?

7 MR. CAUDILLO: Yes sir.

8 CHAIRMAN KING: What time did you start him?

9 MR. CAUDILLO: 5:00 p.m.

10 CHAIRMAN KING: And you knew he was going to come to work
11 as a hostler at 5:00 p.m.?

12 MR. CAUDILLO: I knew he was going to come to work as a
13 hostler and also perform pickup.

14 CHAIRMAN KING: And he does whatever you tell him to?

15 MR. CAUDILLO: He had been given previous instructions that
16 he would perform both duties.

17 CHAIRMAN KING: Was your dispatcher on duty when he went
18 home?

19 MR. CAUDILLO: No sir. We had no supervisory personnel on
20 duty.

21 CHAIRMAN KING: How do you know he went home at that time?

22 MR. CAUDILLO: He wrote himself out.

23 CHAIRMAN KING: What time did the dispatcher tell him to
24 stay because he had these inbound trailers to break up in back?

25 MR. CAUDILLO: He had been given the instructions to call
26 the dispatcher upon his arrival back to the terminal. After

1 making the pickup, the dispatcher also advised him to back in
2 all inbound trailers.

3 CHAIRMAN KING: Well, did he call the dispatcher?

4 MR. CAUDILLO: Yes.

5 CHAIRMAN KING: And after he was dispatched, he arbitrarily
6 went home?

7 MR. CAUDILLO: Yes. He left.

8 MR. LAWLOR: How did you pay him?

9 MR. CAUDILLO: We paid him the hours worked.

10 MR. LAWLOR: At what rate?

11 MR. CAUDILLO: The hostling rate. It was time and a half.

12 CHAIRMAN KING: Is there anything else?

13 Are there any questions?

14 (No response.)

15 All right. Rebuttal?

16 MR. SARMENTO: The man should be paid for eight hours at
17 time and a half.

18 MR. NUNES: To summarize our case, Joe is of the opinion
19 that we have an 8:00 o'clock start, Monday through Friday; and
20 if a man is used from a swing shift position (say) starting at
21 5:00 o'clock and he is a hostler and that man leaves the
22 terminal to make a pickup, he is paid time and a half.

23 Joe felt that that man should have been started at 8:00
24 a.m. Saturday morning, because the company was aware of this
25 pickup; and it turned out, they used the man six and a half
26 hours to make a pickup; and this is where Joe feels his time

1 should go back to 8:00 a.m. that morning because it is
2 subterfuge under the agreement.

3 CHAIRMAN KING: That is Joe Areno's position?

4 MR. NUNES: Yes.

5 CHAIRMAN KING: Is there any further rebuttal?

6 MR. CAUDILLO: No.

7 CHAIRMAN KING: Excuse the parties.

8 (Executive session.)

9 MR. LAWLOR: Based on the facts in this case, the man was
10 paid properly because he arbitrarily walked off the job after
11 being instructed to stay; and the claim of the union is denied.

12 MR. PRESTON: Second the motion.

13 CHAIRMAN KING: All those in favor of the motion say "Aye."
14 Those opposed?

15 The motion is carried.

16 (Whereupon, the parties returned to the hearing room and
17 the motion was read by the reporter.)

18 CHAIRMAN KING: The union pays the \$25.

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MINUTES OF MEETING
JOINT WESTERN AREA COMMITTEE

AUGUST 9-10-11-12-13, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

* * * * *

The Joint Western Area Committee convened at 10:00 A.M., Monday, August 9, 1971, at Del Webb's Towne House in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Unions named as Chairman of the Joint Committee, Mr. J. J. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of May 10-11-12-13-14, 1971, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The August, 1971 Agenda was approved as revised.
4. M/m/s/c/ that the Joint Council #7 cases will be heard by the Committee for Local Operations. The Unions will add George King and Al Winters and the Employers will add Gordon Kirby and Chuck Lawlor to the committee to hear these cases.
5. M/m/s/c/ that the J.W.A.C. approve the modification of the Southern California Joint State Committee Rules of Procedure to provide that the committee will not hear the protest of warning letters until they are used as the basis for discipline.
6. M/m/s/c/ that the J.W.A.C. Rules of Procedure be redrafted in proper form to incorporate the \$25.00 fee.
7. ADJOURNMENT.

MULTI-CONFERENCE CHANGE OF OPERATIONS

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-25-8/71

LEE WAY MOTOR FREIGHT, INC.

Multi-
Conference

Locals involved: 224, Los Angeles, California
886, Oklahoma City, Okla.

Change of
Operations

Los Angeles-domiciled relay drivers currently pull all freight that the Company moves between southern and northern California. This freight is being moved into Los Angeles by two (2) different operations:

- (1) Oklahoma City-domiciled sleeper teams move all the freight between Los Angeles and our current sleeper operation.
- (2) Relay drivers domiciled in San Antonio, Balmorhea, El Paso, Phoenix, and Los Angeles move all the freight between Los Angeles and our current relay operation.

The division of freight (work loads) between the relay and sleeper operation in and out of the terminals (named above) is as set out in Case #11-6-2724 heard before the Joint Western Area Committee, November 15, 1966.

In addition to our present sleeper operation we request permission to operate Oklahoma City-domiciled sleeper drivers between Oklahoma City, Fresno, Sacramento, and the Bay Area (via points presently served by the California Area (wheel) sleeper operation) over any certificated routes.

These teams will operate under the current Southern Conference Area, Over-The-Road Contract and Agreed to Dispatch Procedures between Lee Way Motor Freight, Inc. and Local 886.

Fresno, Sacramento, and the Bay Area will become destination terminals in the California Area (wheel).

This Change of Operation will only affect drivers domiciled in Los Angeles (Local 224) and Oklahoma City (Local 886). It will not affect the operation of the relay from Los Angeles East. It will displace approximately six (6) drivers in Los Angeles.

DECISION: (Change of Operations Committee - Transcript Pgs. 2-17/ - 8/10/71) M/m/s/c/ that the operational change be approved as modified and clarified by the Company on the record. Six line positions at Oklahoma City shall be offered to the L.A. Board on a seniority basis, and any L.A. drivers accepting such positions shall have their seniority dovetailed on the Oklahoma City board, provided that their positions on that dovetailed list shall not disturb the existing super seniority of the 27 drivers on that board until such time as that issue is resolved.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
 * * * * *

Case # T.I.M.E., DC., INC.
 MC-CO-26-8/71

Multi-Conference	Locals involved:	180, Los Angeles, California 961, Denver, Colorado
Change of Operations		299, Detroit, Michigan 407, Cleveland, Ohio 710, Chicago, Illinois 294, Albany, New York 375, Buffalo, New York 449, Buffalo, New York

AREA INVOLVED:

Chicago to the Eastern seaboard, including the terminals of Albany, Boston (Braintree), Buffalo, Carteret, Chicago, Cleveland, Detroit, Kalamazoo, North Bergen, Rochester, Syracuse, Toledo and Waterbury.

DRIVERS INVOLVED:

Chicago-based sleeper and singleman drivers, Detroit-based singleman drivers, and Albany-based singleman driver.

PRESENT OPERATION:

The present operation is primarily a sleeper operation moving single trailers, short doubles, and twin-forty foot trailers with drivers based in Chicago. Owing to restrictions imposed by the State of Pennsylvania against doubles combinations and because our operation is that of a sleeper operation, it has been necessary to engage a shuttle service to transport the second unit in either direction over the distance between Exit 11 (Cleveland) and Ripley, New York.

In addition, sleepers domiciled at Denver serve Chicago, Cleveland, Detroit, and Toledo. The traffic moved by the Denver-based sleepers in the easterly direction to Cleveland, Detroit, and Toledo is that traffic which terminates at those terminals. Traffic moved to Chicago is that traffic which terminates at Chicago or is destined to Company points of service that lay east of Cleveland and/or Detroit. At Cleveland, Detroit, and/or Toledo, the Denver teams have priority on moving traffic which has originated at the respective terminals that is destined to Denver and/or Pacific Northwest points.

Sleepers based at Los Angeles serve Carteret, Chicago, Detroit, North Bergen, and Toledo. In the easterly direction these sleepers move traffic destined to the immediate aforementioned and move to Chicago, in addition, traffic destined to Albany, Boston, Buffalo, Cleveland, and Syracuse. On their return they have priority at Carteret, Detroit, North Bergen, and Toledo on traffic originating at those terminals destined to Los Angeles.

Chicago to Detroit and/or Toledo are served by Chicago-based singlemen laying over at Detroit or making a Toledo turnaround run. Runs are frequently accomplished from Chicago to Detroit via Toledo, dropping and picking at Toledo. As recently as April 19, 1971, the Company established a facility at Kalamazoo. Chicago-based singlemen have served Kalamazoo enroute to Detroit dropping and picking at Kalamazoo. Return trip has been accomplished in the same manner. Chicago-based singlemen may operate a turnaround from Chicago to Kalamazoo. In such event, they are turned at Kalamazoo with freight originating at Kalamazoo. In no event are they turned at Kalamazoo with freight that has originated in Detroit, moved over the road by a Detroit driver to Kalamazoo. Chicago-based drivers for the purpose of turning at Kalamazoo may move traffic destined for Detroit and set this traffic down at Kalamazoo and turn back; however, if the traffic destined for Detroit from Chicago is set down at Kalamazoo, it is subsequently picked up by a Chicago-based driver for furtherance to Detroit. Detroit-based drivers execute turnarounds at Kalamazoo. On their west leg to Kalamazoo they carry only traffic which has originated in Detroit

(Continued on Following Page.)

Case #
MC-CO-26-8/71

T.I.M.E., DC. INC. (continued from previous page)

or points east of Detroit destined for Kalamazoo. Their east leg carries traffic that has originated in Kalamazoo destined for Detroit or points east of Detroit.

Detroit to Buffalo is served by Detroit-based singlemen laying over at Buffalo.

Albany presently has one driver who operates from Albany to Waterbury, Connecticut, on a turnaround basis. It is the Company's intention to maintain this operation. Presumably, the gentleman now performing the work will continue on it.

PROPOSED OPERATION:

Denver-based sleepers will continue their operation as it now presently exists. Los Angeles-based sleepers will continue their operation as it now presently exists. The principal sought after is the elimination of the Chicago domiciled sleeper operation and converting that operation to a singleman operation. Conversion will necessitate the redomicile of some of the driver personnel from Chicago and will establish additional singleman drivers at Albany, Chicago and Detroit, in addition to establishing singleman boards at Buffalo and Cleveland. In any event, the drivers will be required to move single trailers, short doubles and twin-forty trailers consistent with operational requirements and pursuant to allowable provisions of the regulatory agencies. Should the same regulatory agencies approve triples, the drivers will then be required to pull triples. All schedules, without penalty to the Company, may carry instructions to drop and/or pick at any enroute point, or turnpike exit, in either or both directions.

ALBANY-BASED SINGLEMAN DRIVERS:

Predicated on available records, it is anticipated that the Albany domicile will require seven (7) men in addition to the one gentleman already there who operates to Waterbury. The seven (7) men shall be made up of displaced Chicago sleeper drivers.

It is proposed the Albany-based singlemen will operate from a single board, making runs as follows:

- (1) Turnaround runs to Boston (Braintree) or the Boston exit pad.
- (2) Turnaround runs to North Bergen or the exit pad (Suffern).
- (3) Turnaround runs to Carteret or the exit pad (Suffern).
- (2-3) At the Company's option, the driver may be returned via either Carteret or North Bergen on his return to Albany.
- (4) Turnaround to Waterbury.
- (5) Under the heading of BUFFALO, there are occasions under which the Albany drivers will be required to run in supplement to the Buffalo drivers.
- (1-5) May be accomplished on a via basis for purpose of dropping, picking at intermediate terminals or exits, or effecting delivery or pickup at certificated points where terminals are not maintained.

BUFFALO-BASED SINGLEMAN DRIVERS:

Available records indicate that nineteen (19) drivers will be required at Buffalo.

Presently, there are no drivers based in Buffalo. Therefore, Chicago-based sleeper drivers displaced by the elimination of the Chicago sleeper board will be offered work opportunity at Buffalo.

(Continued on Following Page)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case # T.I.M.E., DC., INC. (continued from previous page)
MC-CO-26-8/71

Singleman drivers domiciled in Buffalo, operating from a single board will be required to make runs as follows:

1. Turnaround runs at Woodstock, Ontario, or a near-mid point which meets Canadian and contractual requirements, turning with Detroit-based drivers on a slip seat basis.
 2. Turnaround runs at Syracuse.
 3. Turnaround runs at Rochester.
 4. Division runs to Albany or the Albany exit pad.
- (2-4) May be accomplished on a via basis for the purpose of dropping, picking at intermediate terminals or exits; or effecting delivery or pickup at certificated points where terminals are not maintained.

In such event that Syracuse has a service requirement on a westbound load, the Buffalo drivers may be dispatched to turn at Syracuse even though the eastbound dispatch carries an Albany destined load.

1. The aforementioned may then cause a Syracuse turn from Albany.
2. If no Buffalo drivers are available, Albany drivers will then be permitted to run through to Buffalo. In this event, Buffalo-based drivers will be protected for a like number of runs during the dispatch day in which the Albany based driver returns from Buffalo to Albany.

CHICAGO-BASED SINGLEMAN DRIVERS:

Based on available records, it is anticipated that the Chicago domicile will require twenty-seven (27) drivers.

Singleman drivers domiciled in Chicago, operating on a single board, will be required to make runs as follows:

- *1. Turnaround runs at Kalamazoo, turning with Detroit-based drivers on a slip seat basis.
 - *2. Turnaround runs at Kalamazoo.
 - *3. Turnaround runs to Toledo.
 4. Division runs to Cleveland.
- (1-4) May be accomplished on a via basis for purpose of dropping, picking at intermediate terminals or exits, or effecting delivery or pickup at certificated points where terminals are not maintained.

*With the advent of this run, the Chicago to Detroit and the Chicago to Detroit via Toledo division runs do expire.

CLEVELAND-BASED SINGLEMAN DRIVERS:

Based on available records, it is anticipated that the Cleveland operation will require eighteen (18) drivers.

At present there are no drivers based in Cleveland. Accordingly, men presently operating sleepers in Chicago will be offered work opportunity in Cleveland on a singleman operation.

(Continued on Following Page)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case # T.I.M.E., DC. INC. (continued from previous page)
MC-CO-26-8/71

Singleman drivers domiciled in Cleveland, operating from a single board, will be dispatched to the Buffalo terminal or the Buffalo exit pad of the New York Thruway. Either run will be accomplished on a turnaround basis.

Should it develop that the Cleveland board is exhausted on a given day, the Company may dispatch Buffalo-based drivers on a turnaround to Cleveland.

All runs may be accomplished on a via basis for purpose of dropping, picking at intermediate terminals or exits, or effecting delivery or pickup at certificated points where terminals are not maintained.

DETROIT-BASED SINGLEMAN DRIVERS:

It is anticipated that the work outlined will require seven (7) men. At present Detroit has a three (3) man board. Therefore, four (4) men from Chicago will be required.

Singleman drivers domiciled in Detroit will be dispatched on runs as follows:

- *1. Turnaround runs to Woodstock, Ontario, or a near-mid point which will meet Canadian and contractual requirements, turning with Buffalo-based drivers on a slip seat basis.
2. Turnaround runs to Kalamazoo, turning with Chicago-based drivers on a slip seat basis.
3. Turnaround runs to Kalamazoo.
- (1-3). May be accomplished on a via basis for purpose of dropping, picking at intermediate terminals or exits, or effecting delivery or pickup at certificated points where terminals are not maintained.

*With the advent of this run, the Detroit to Buffalo division does expire.

SUMMARY

DETROIT AND BUFFALO:

Under the heading of DETROIT AND BUFFALO, and specifically No. 1, in the run category, a Woodstock turn is set out. There can be operational problems develop which include inclemency, restrictions imposed by the Canadian government, and balance which necessitate deleting that run on a given day. In such case, a Detroit driver would move the freight to Cleveland on a turnaround basis, moving via Toledo to drop and pick at Toledo if necessary. This run shall be paid on a mileage basis. To maintain a distribution of work, in this circumstance, a Buffalo driver would then be permitted to run to Cleveland, on a turnaround basis, and move that load or a like load back to Buffalo, without penalty to the Company should a Cleveland driver not get out that day.

Should the aforementioned situation present itself, and drivers are not available at one or the other of Buffalo or Detroit, the Cleveland board will be permitted to go to either Detroit and/or Buffalo to move the load which would normally travel Detroit/ Buffalo.

VENDOR

Through the establishment of a board at Cleveland, the necessity of the vendor shuttle service across Pennsylvania will expire.

(Continued on Following Page)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-26-8/71

T.I.M.E., DC. INC. (continued from previous page)

EXPENSE

The Company does herein agree to the terms of Article 8 (e) insofar as expenses to be borne by Company.

SENIORITY

At Chicago, ninety-four (94) drivers are presently carried on the seniority list. It is projected that from the ninety-four, the following positions will require filling:

Albany	-	7	Cleveland	-	18
Buffalo	-	19	Detroit	-	4
Chicago	-	27			

This will cause nineteen (19) drivers to be placed on layoff at Chicago. If additional regular employment becomes available at any of the aforementioned locations 120 days from approval of the Change, the laid off employees will be entitled to exercise their seniority and follow the work to such points. This does not apply to any employee who failed to exercise his right to redomicile originally.

The employer wishes to eliminate all possible discrepancies and arguments that could arise from redomiciling drivers with respect to seniority determinations at the new domicile point. It is our feeling that only the appropriate Change Committee can make an error-free determination. In addition, we are seeking assistance to determine what course is to be followed when a driver, during the initial bid to the redomicile is only able to gain his second choice. Following locating at the second choice point, work then subsequently appears at his first preference. What is the Company's obligation in this regard?

Seniority lists for the involved Locals have not been provided at this initial presentation; however, they shall be at the hearing. Dependent on the hearing date, the status of the personnel could change. A presentation at the time of the hearing will be more current.

FREIGHT AVAILABILITY

All of our operations are subject to the availability of freight as we can only operate runs as traffic warrants.

PADS

Work performed at the exit pads, will continue to be performed as in the past.

ADVANTAGES

There will be immediate economic advantages. More important, the singleman operation located at five points will permit the Company to better service its freight to the ten principal terminals as compared to a sleeper domicile attempting to perform a service when located at a single point on the west end of the terminal network.

(See Page #7 for Decision)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case # T.I.M.E., DC. Inc.
MC-CO-26-8/71

DECISION: (Multi-Conference Change of Operations Committee - Transcript
Pages 18-36 / - 8/10/71)

M/m/s/c/ that the operational change filed by TIME, DC. Inc. in Multi-Conference Case No. MC-CO-26-8/71 be approved as amended and clarified by the Company on the record, with the following provisos:

- (1) The drivers presently on the Chicago road seniority list shall utilize their layoff seniority dates to determine which drivers stay or elect to relocate.
 - (2) Those drivers who elect to relocate shall be placed on a master list on the basis of their present bidding seniority dates and shall utilize their positions on that list to bid on the new or additional road positions at Albany, Buffalo, Cleveland and Detroit.
 - (3) Drivers who relocate shall have their seniority dovetailed at their new terminals on the basis of their respective full unbroken road seniority dates, provided that at Cleveland the relocating drivers shall not use their prior road seniority to bid on city positions in the future, nor shall they be subject to being bumped from road positions in the future by Cleveland city employees under Ohio seniority practices.
 - (4) With regard to the jurisdictional issues at Buffalo, it is the determination of this committee that all the runs involved (including the present Rochester run) are properly road runs.
 - (5) A driver who is required to relocate under this change shall not have the right to return to Chicago under the 30-day rule; however, such driver may return within 120 days of the effective date ahead of new hires and junior men on layoff.
 - (6) In the event additional drivers are needed at any of the four named terminals within 120 days of the effective date, such positions shall be offered to drivers on layoff at Chicago, if any, one offer per driver being sufficient to satisfy this requirement.
 - (7) Pension and health and welfare contributions on drivers who relocate shall be continued to be paid into the present trusts until satisfactory arrangements are made to prevent lapses of coverage.
 - (8) This change shall be placed into effect no sooner than January 1, 1972.
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MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case # Local 224, Los Angeles, California
MC-CO-26-11/70

Multi- Company involved: Consolidated Freightways
Conference

Change of Local 224 on behalf of Mark Hickman requests an interpretation
Operations of Change of Operations covering seniority. Page One, Section One,
Paragraph 'C' of Case #MC-CO-15-8/70 and #MC-CO-26-11/70.
Interpretation Seniority roster posted May 5, 1971 is in error. He claims a
seniority date of September 17, 1950.

DECISION: (Multi-Conference Change of Operations Committee - Transcript
Pgs. 44 - 59/ - 8/11/71)

M/m/s/c/ based on the information submitted to us at this hearing, when Mr. Hickman transferred from Portland to Los Angeles this constituted a relocation at his request within the meaning of this committee's previous decision in Paragraph 1 (d). Accordingly, the date to be utilized for determining his "full unbroken company dry freight line seniority" shall be the date which he carried on the Los Angeles seniority list: namely, July 1, 1952.

Case # Local 741, Seattle, Washington
MC-CO-26-11/70

Multi- Company involved: Consolidated Freightways
Conference

Change of The following employees of Consolidated Freightways Seattle
Operations line board request an interpretation of the seniority application
as rendered in Case #MC-CO-26-11/70.

Interpretation
Donald J. Olsen Bruce Thuney
Ed Chalupa Pat Bagnell

DECISION: (Multi-Conference Change of Operations Committee - Transcript Pgs.
37 - 42/ - 8/10/71)

M/m/s/c/ that the decisions of this committee rendered on seniority application in previous hearings be ratified and confirmed, and specifically that the seniority dates of the four drivers named in the instant request for clarification are ratified and confirmed as set forth on the company's schedule dated October 29, 1970.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 85, San Francisco, California
11-9-4846 Local 287, San Jose, California

Change of Company involved: All-Trans Express Company
Operations

Clarification Local 85 requests a clarification of Change of Operations Case #11-9-4846 insofar as it concerns the seniority of J. Zlendick and R. Menoletti.

DECISION: (Change of Operations Committee-Transcript Pgs. 149-169/ 8-12-71)
M/m/s/c/ based on the facts presented at this hearing and a review of the transcripts of previous hearings, the decision of this committee rendered February 8th, 1971 establishing the company line seniority date of driver Zlendick as January 2, 1954 (junior to Benzo) be reaffirmed.

Case # Local 224, Los Angeles, California
8-70-5375

Change of Company involved: Western Gillette, Inc. &
Operations Desert Express

Clarification Local 224 on behalf of Charles T. Barber and all other affected drivers requests a clarification of Change of Operations Case #8-70-5375 and is requesting that the Western Gillette drivers have the right to go to Desert Express with full seniority for a period of one year from the effective date of said change.

DECISION: (Change of Operations Committee-Transcript Pgs. 186-195/ 8/12/71)
M/m/s/c/ in answer to the request for clarification posed by Local 224, based upon the original decision in this case dated August 12, 1970, as clarified by the decision in the request for clarification dated November 13th, 1970 (the Local 357 application), and as clarified by implication in the decision dated February 11th, 1971 in Case No. 2-71-5734, that it be the determination of the committee that Local 224 drivers working on the Western Gillette seniority list who have previously had the opportunity to bid to Desert Express but declined to do so no longer have the right to claim positions at Desert Express on any basis other than as new hires.

Case # McCracken Bros. Motor Freight
8-70-5513

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

The company and Union are directed to continue negotiations on dispatch and company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

DISPOSITION: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California
2-71-5734

Change of Operations Company involved: Desert Express -
Western Gillette, Inc.

On behalf of John W. Parker and Ed Mireles and all other affected drivers at Western Gillette who appear on the existing seniority list, Local 208 takes the position that Desert Express is in violation of the February, JWAC Change of Operations, wherein all new positions at Desert Express were supposed to be offered to Western Gillette personnel prior to hiring new hires. Since said Change of Operations, there have been 11 people hired at Desert Express without having bids posted at Western Gillette to enable people on the existing seniority list to transfer to Desert Express.

DECISION: (Change of Operations Committee-Transcript Pgs.179-185/ -8/12/71)
M/m/s/c/ that based on the facts presented and the transcript of the hearing in February of 1971, it is the determination of the committee that the company is not in violation of the decision of the Change of Operations Committee rendered February 11, 1971.

Case # Western Milk Transport, Inc.
2-71-5735

Change of Operations Locals involved: 208, Los Angeles, California
224, Los Angeles, California
431, Fresno, California
468, Oakland, California

Presently, we have 13 line drivers domiciled at Oakland. These runs operate predominately between Oakland and our Los Angeles Paramount terminal. Changes in our business now dictate change of operations with redomicile for some of these 13 line drivers.

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California
5-71-5892 Local 208, Los Angeles, California
Local 224, Los Angeles, California
Local 235, Orange, California
Local 357, Los Angeles, California

Change of Operations Local 85 requests a clarification of Change of Operations Case
#5-71-5892.

Clarification

DECISION: (Change of Operations Committee-Transcript Pgs.86-89/ -8/10/71)
M/m/s/c/ in answer to the question posed by Local 85, the employees of that local have no right to bid on available openings in Orange County under the decision of this committee in this case.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California
5-71-5896

Change of Company involved: East Texas Motor Freight
Operations

Clarification Local 224 on behalf of all affected members at E.T.M.F. requests a clarification of Change of Operations Case #5-71-5896. We ask the Change of Operations Committee to explain why the Los Angeles (Montebello) drivers were not given the opportunity to follow their work and go to Phoenix, Arizona. Also, if a man bids to El Paso, Corning, or some other terminal and decides that he does not want to work at said terminal and wants to return to his original terminal, how does he fit in?

DECISION: (Change of Operations Committee-Transcript Pgs.24-30/-8/9/71)
M/m/s/c/ in answer to the question posed by Local 224, it is the determination of this committee that any driver bidding Corning may relinquish that bid and remain at Los Angeles, but such relinquishment shall not affect drivers who have bid and redomiciled to El Paso or any other point.

Case # Local 468, Oakland, California
5-71-5896

Change of Company involved: East Texas Motor Freight
Operations

Clarification Union claims infraction of Article 5, Section 6, of the National Master Freight Agreement in the names of: Bill Reynaud, E. McCauley, E. Burleigh, and Walter Jensen.

DECISION: (Change of Operations Committee-Transcript Pgs.76-84/-8/10/71)
M/m/s/c/ based on the facts presented to the committee, the "layoff seniority dates" of the four Oakland drivers involved in this request for clarification are as follows:

Mr. Reynaud, November 8, 1946; Mr. McCauley, March 9th, 1951; Mr. Jensen, July 31st, 1941; Mr. Burleigh, September 5th, 1959.

The Company is directed to use said dates for the purposes of bidding available positions in this Change of Operations. And if the drivers are successful in bidding positions other than Oakland, their respective layoff dates as set forth above shall be the dates used for dovetailing their seniority at their new terminals.

Case # Smith Transportation Company
5-71-5911

Change of Locals involved: 186, Santa Barbara, California
Operations 208, Los Angeles, California

Smith Transportation desires to make the following change of operation:
Transfer from the Oxnard terminal to the Los Angeles terminal all points and places in the area from Calabasas Westernly along U.S. 101 up to and including Camarillo, thence northernly along State 34, thence easternly along State 118 to the Los Angeles County Line.

DISPOSITION: Withdrawn.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California
5-71-5912

Change of Operations Company involved: Yellow Freight System, Inc.

Clarification Local 224 on behalf of Donald Calloway and all other members affected, requests clarification of the decision rendered in Case #5-71-5912 (Los Angeles) and Case #5-71-5914 (San Bernardino) by the Joint Western Area Committee at the May, 1971 hearings.

DISPOSITION: Withdrawn.

Case # Applegate Drayage & Warehouse
8-71-6137

Change of Operations Locals involved: 137, Marysville, California
150, Sacramento, California

This is to inform you that on July 6/71, we will take over certain rights of Ringsby North of Sacramento as a result of purchase.

We wish to make a Change of Operations as follows:

Line Schedules: Sacramento to Herlong via Truckee Loyalton and/or Portola, as the freight demands.
Extra line schedule via any and all routes to the Greenville, Quincy, Portola and Herlong areas, as the freight demands.

Peddle Runs: Loyalton or Portola to Greenville/Taylorville as the freight demands.
Sacramento to Roseville-Folsom areas, Marysville-Yuba City areas, Oroville-Paradise areas, Belden, as the freight demands.
This may have to be modified after we get into full operation and gain experience on this new venture.

DECISION: (Change of Operations Committee-Transcript Pgs.45-57/-8/10/71)
M/m/s/c/ in Case 8-71-6137 the Company's request be approved as proposed and that the operation out of Sacramento be covered by the applicable Western States Area Supplemental Agreements.

Case # California Motor Express
8-71-6138

Change of Operations Locals involved: 87, Bakersfield, California
186, Santa Barbara, California
224, Los Angeles, California

Present Operation: One turnaround run operating between Oxnard and Los Angeles five days each week, providing business is sufficient to justify such run. Normally, this run covers a total of only 112 miles each trip (56 miles each way). The run originates at Oxnard, California.

One turnaround run operating between Bakersfield and Los Angeles five days each week, providing business is sufficient to justify such run. The run originates in Bakersfield, California.
The two drivers involved to be moved to Los Angeles and given the opportunity to work from the Los Angeles line Over-The-Road Board.

DISPOSITION: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # California Motor Express,
8-71-6139

Change of Locals involved: 87, Bakersfield, California
Operations 186, Santa Barbara, California
224, Los Angeles, California

Present Operation: One turnaround run operating between Oxnard and Los Angeles five days each week, providing business is sufficient to justify such run. Normally, this run covers a total of only 112 miles each trip (56 miles each way). The run originates at Oxnard, California.

DISPOSITION: This is a duplicate case of Case #8-71-6138.

Case # Consolidated Freightways
8-71-6140

Change of Locals involved: 186, Santa Barbara, California
Operations 208, Los Angeles, California
224, Los Angeles, California
357, Los Angeles, California
381, Santa Maria, California

As a result of the purchase of certain operating authority from Carr Bros., Consolidated will establish terminals in the areas of Goleta, California; Santa Maria, California; and Oxnard, Calif.

DECISION: (Change of Operations Committee-Transcript Pgs. 110-117/8/11/71)
M/m/s/c/ the Change of Operations be approved as clarified on the record.

Case # Consolidated Freightways, Inc.
8-71-6141

Change of Locals involved: 483, Boise, Idaho
Operations 670, Salem, Oregon

Consolidated Freightways proposes to close its terminal at Ontario, Oregon. This area will be served from the Company's terminal at Boise, Idaho.

DISPOSITION: Postponed.

Case # Crescent Truck Lines
8-71-6142

Change of Locals involved: 224, Los Angeles, California
Operations 468, Oakland, California

PRESENT OPERATION: Hayward - Six men operating layover runs on a 3 and 2 basis to Santa Fe Springs.
Santa Fe Springs - Four men operating layover runs on a 3 & 2 basis to Hayward.

All line drivers presently belong to Local 468.

PROPOSED OPERATION: Redomicile the six Hayward-based drivers in Santa Fe Springs. Create a line board at Santa Fe Springs running to Hayward on a 3 and 2 basis.

DISPOSITION: Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # East Texas Motor Freight System
8-71-6143

Change of Locals involved: 150, Sacramento, California
Operations 165, Sacramento, California

Sacramento - Present Operation:

Fueling and servicing performed by members of Local 165.

Proposed Operation:

Fueling for remaining city truck to be performed by members of Local 150.

DECISION: (Change of Operations Committee-Transcript Pgs.58-62/-8/10/71)
M/m/s/c/ in Case #8-71-6143 the Company's request be approved, provided, however, that if the fueling work at Sacramento increases substantially the work jurisdiction shall revert to Local 165.

Case # East Texas Motor Freight System
8-71-6144

Change of Locals involved: 104, Phoenix, Arizona
Operations 222, Salt Lake City, Utah
941, El Paso, Texas

Phoenix - Present Operation: Three sleeper tractors, six drivers operating sleeper runs from Phoenix to Salt Lake City.

Proposed Operation: Discontinue sleeper operation. Redomicile sleeper equipment and drivers from Phoenix to Salt Lake City.

Salt Lake City - Present Operation: None.

Proposed Operation: Establish sleeper runs from Salt Lake City to Phoenix, Salt Lake City, Utah to El Paso, Texas on direct or via dispatch. Add runs as needed.

DECISION: (Change of Operations Committee-Transcript Pgs.2-22/-8/9/71)
M/m/s/c/ in Case #8-71-6144, the Company's request to redomicile three sleeper cab tractors from Phoenix to Salt Lake City be approved. The Company shall offer six driving positions at Salt Lake City to the Phoenix line seniority list. Any positions not so filled and any additional positions which become available at Salt Lake City within a period of one year from the effective date of this change shall be offered to Company employees on layoff in the Western States area ahead of new hires. This change to be effective no sooner than August 23rd, 1971. Any Phoenix drivers accepting positions on the initial bid shall carry their full unbroken company line seniority for all purposes. Drivers accepting employment at Salt Lake City thereafter shall be placed at the bottom of the Salt Lake seniority list and have company seniority for determining length of vacation only.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # FARMERS UNION CENTRAL EXCHANGE
8-71-6145

Change of Operations Locals involved: 690, Spokane, Washington
741, Seattle, Washington
839, Pasco, Washington

This is a proposed Change of Operations involving Farmers Union Central Exchange, successor to Grange Cooperative Wholesale.

Prior to the acquisition 10 drivers were involved, whose names, anniversary dates and years of services are as follows:

<u>Drivers</u>	<u>Anniversary Date</u>	<u>Years Service</u>
<u>Pasco</u>		
Jack Heffling	5-15-65	6
Max Kent	3-8-71	3 Months
A. R. Struthers	7-1-49	22
<u>Spokane</u>		
Donald Kirkeby	11-12-57	14
Kenneth Shoemaker	2-15-59	12
Bert Hamman	4-7-71	1 Month
<u>Seattle</u>		
Al Shoemaker	2-28-47	24
Louis H. Saxby	2-1-54	17
Ray Fredrickson	9-9-48	23
<u>Portland</u>		
Leslie Rinehart	5-26-42	29

It is proposed due to the changes set forth above that the final location for numbers of drivers and numbers of trucks will be as follows:

Pasco	2 Trucks	2 Drivers
Spokane	3	5
Seattle	1	1
Portland	1	2
Moses Lake	1	1

On the 25th of May, 1971, Mr. Lavell of Teamsters Union, Local 741, Mr. Sarver of Teamsters Local 839, and Mr. Olds of Teamsters Local 690 were advised in writing of a proposed meeting to be held on June 2nd at 10:30 A.M. at the Company offices in Spokane, Washington, the purpose of said meeting being to present the Change of Operations program and to establish seniorities with regard to the changes. Those attending the June 2 meeting were Mr. Olds, Mr. Earl Witner, Business Agent, Local 690, Mr. Olsen of the Company, Mr. Kuh of the Company and Mr. R. E. McReynolds, Manager of the Western Distribution Center for Farmers Union Central Exchange. Mr. Sarver advised that he had an emergency and could not attend, and Mr. Lavell apparently misplaced the notice of the meeting and did not attend, however, during the course of the meeting Mr. Lavell was contacted by Mr. Olds and the matter discussed with him. The seniority was arranged as follows, subject to the approval of this committee:

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # FARMERS UNION CENTRAL EXCHANGE (Continued)
8-71-6145

The Seattle drivers, Ray Frederickson, bid on the Moses Lake position and Louis Saxby bid on one of the Spokane positions. We then opened up the bids for the remaining positions, as instructed and agreed to by the Union, and Mr. Max Kent bid for the remaining Spokane position, but under protest as he felt part of the work from Pasco was being transferred to Spokane. The protest involved having his seniority dovetailed in our Spokane operation. The Union agreed with Mr. Kent and as it would not make any difference to us, we agreed also. Mr. Olds of the Union asked me to post a seniority roster for 15 days, dovetailing Max Kent above Bert Hamman, which I did, and had no further protest.

For the committee's information, Portland is involved only through the fact that the Company intends to go from one rig and one driver to one rig and two drivers due to increase in volume.

DECISION: (Change of Operations Committee- Transcript Pgs.38-44/ - 8/9/71)

M/m/s/c/ in Case #8-71-6145 the operational change be approved as presented.

Case # Lodi Truck Service
8-71-6146

Change of Operations Locals involved: 287, San Jose, California
439, Stockton, California

On May 28, 1971, Almaden Vineyards cancelled our Local 287 one-man operation.

Our driver, Alvin Costa, desires to transfer back to his original seniority position at Lodi, California effective immediately.

DECISION: (Change of Operations Committee-Transcript Pgs.118-119/-8/11/71)
M/m/s/c/ in Case #8-71-6146 the Company's proposal be approved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # NAVAJO FREIGHT LINES, INC.
8-71-6147

Change of Operations Local involved: 492, Albuquerque, New Mexico

PRESENT OPERATION:

The present operation between Santa Fe and Los Alamos, New Mexico is line drivers from Albuquerque are dropping loads in Los Alamos and a local driver based in Santa Fe goes to Los Alamos, a distance of 40 miles, each morning and delivers and picks up freight in the Los Alamos area, returning to Santa Fe at the end of the day. Freight that he picks up is loaded on a trailer in Los Alamos and is picked up by the line driver out of Albuquerque. There are instances where freight is dropped in Santa Fe and in this case the man that goes to Los Alamos each morning would handle this freight as well as the freight that has been dropped in Los Alamos.

PROPOSED OPERATION:

We propose to continue the same type of line operation but to base a city driver in Los Alamos. Schedules handled by line drivers from Albuquerque to Los Alamos and return will be via Santa Fe on a drop and pick basis. There will be times when we will have freight in Santa Fe that will be necessary to move to Los Alamos. We propose to run this as in the past, by a Santa Fe city man. We further propose that:

- (1) The seniority roster at Santa Fe and Los Alamos shall be treated as one.
- (2) The original position in Los Alamos shall be offered to the present Santa Fe employees in accordance with their seniority. If no one desires to take the position in Los Alamos, the Company may hire a new employee in Los Alamos.
- (3) Any employee being laid off in Santa Fe may exercise his seniority to displace the employee from Los Alamos.
- (4) The Los Alamos employee may exercise his seniority to claim a vacancy in Santa Fe.
- (5) If and when it is necessary to add additional drivers at Los Alamos, it will be offered to the Santa Fe seniority board in accordance with the terms of the contract and if no one accepts, the Company may hire a new employee in Los Alamos.
- (6) Any driver being laid off in Santa Fe and not electing to exercise his seniority to claim work in Los Alamos will remain on layoff subject to recall in accordance with the applicable contract provisions and will have no claim to any of the Los Alamos work.

The Company proposes to put this operation into effect immediately upon approval of the Change of Operations Committee.

DECISION: (Change of Operations Committee-Transcript Pgs.31-37/ - 8/9/71)
M/m/s/c/ in Case #8-71-6147, the Company's request be approved as clarified by the Local Union and the Company on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Paxton Trucking Company
8-71-6148

Change of Operations Locals involved: 467, San Bernardino, California
692, Long Beach, California

In accordance with Article 8 (e) of the National Master Freight and Western States Area Master Agreements, Paxton Trucking hereby makes application for a Change of Operations relative to its move from Wilmington to Fontana.

DECISION: (Change of Operations Committee-Transcript Pgs.63-66/-8/10/71)
M/m/s/c/ that the change be approved and the laid-off employees in Los Angeles, Wilmington and Fontana have their seniority dovetailed for the purpose of recall

Case # The Santa Fe Trail Transportation Company
8-71-6149

Change of Operations Locals involved: 208, Los Angeles, California
431, Fresno, California
467, San Bernardino, California
542, San Diego, California

Present Operation:

One bid layover run from Fresno to Los Angeles and return. Two drivers based at Fresno alternating three and two trips every other week.

One bid layover run from San Diego to San Bernardino with intermediate drop and pickup at Los Angeles. Two drivers based at San Diego alternating three and two trips every other week.

Proposed Change:

One bid layover run from San Diego to Fresno and return with intermediate drop and pickup at Los Angeles. Two drivers based at San Diego alternating three and two trips every other week.

DECISION: (Change of Operations Committee-Transcript Pgs.93-109/ -8/11/71)
M/m/s/c/ in Case #8-71-6149 the operational change be approved as proposed by the Company and clarified by the Company on the record. Any drivers laid off in Fresno as a result of the implementation of this change shall be offered employment opportunities elsewhere in the Company's system ahead of new hires, one offer per employee being sufficient to meet this requirement. This change to be effective no sooner than August 16, 1971.

Case # Trans-Western Express
8-71-6150

Change of Operations Locals involved: 81, Portland, Oregon
313, Tacoma, Washington
741, Seattle, Washington

The Company wishes to establish a Tacoma to Portland turnaround run.

DECISION: (Change of Operations Committee-Transcript Pgs.67-75/ -8/10/71)
M/m/s/c/ that the operational change in this case be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Trans-Western Express
8-71-6151

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon
911, Klamath Falls, Oregon

The Company wishes to establish a Eugene to Klamath Falls run.

DECISION: (Change of Operations Committee-Transcript Pgs. 170-178/-8/12/71)
M/m/s/c/ in Case #8-71-6151 the Company's request be approved as clarified on the record.

Case # Van-Ward Services, Inc.
8-71-6152

Change of Locals involved: 104, Phoenix, Arizona
Operations 208, Los Angeles, California

At the present time our drivers operating out of Los Angeles area make a trip to Phoenix approximately three times a week. The driver lays over in Phoenix and returns the next day.

Our proposed change would involve a turnaround in Desert City. Under this new operation the Los Angeles driver would take two loaded trailers as far as Desert City. At that point a driver out of Local 104 in Phoenix would meet him and the drivers would exchange trailers. The 104 driver would take the two loaded trailers into Phoenix and the Los Angeles driver, Local 208, would return the two empties to Los Angeles.

DISPOSITION: Withdrawn without prejudice.

Case # Local 224, Los Angeles, California,
8-71-6213

Change of Company involved: East Texas Motor Freight
Operations

Local 224 on behalf of Maurice Riganti protests the seniority roster that was posted on 11-9-70. He is protesting the position of George Shearer and C. Dallas, due to the fact that both of these drivers had transferred on their own to the terminals that they came from under Change of Operations Case #11-9-4844.

DECISION: (Change of Operations Committee-Transcript Pgs. 125-148/-8/11/71)
M/m/s/c/ based on the facts presented it be the determination of this committee that Mr. Shearer's unbroken line seniority date is December 30th, 1963 and Mr. Dallas's unbroken line seniority date is August 15th, 1959.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Brown Drayage, Inc.
8-71-6272

Change of Locals involved: 70, Oakland, California
Operations 287, San Jose, California

This is to advise you that NCC Food Corporation has closed down all canning operations in connection with the plant located at 66th and San Leandro Boulevard in Oakland. Arrangements are being made to transfer this equipment to San Jose, where it will be operated in conjunction with other equipment already a part of our fleet.

DECISION: (Change of Operations Committee-Transcript Pgs.90-91/-8/11/71)
M/m/s/c/ based on the statements of Mr. Nunes and Mr. Brown the change be approved.

Case # Shippers Encinal Express, Inc.
8-71-6273

Change of Locals involved: 287, San Jose, California
Operations 439, Stockton, California

Present Operation:

San Jose-domiciled drivers run between San Jose and Los Angeles via Stockton as the need arises to move freight between Stockton and Los Angeles.

Proposed Operation:

Daily operation between Stockton and Los Angeles.
Drop and pick at Fresno when needed.

Runs will operate on a three and two basis beginning Sunday of each week through Thursday.

Domicile two line drivers and two tractors in Stockton. Tractors to come from the San Jose pool.

Two vacancies created for line drivers at Stockton will be offered to two San Jose line drivers according to seniority.

DECISION: (Change of Operations Committee-Transcript Pgs.121-123/-8/11/71)
M/m/s/c/ in Case #8-71-6273 the Company's request be approved as clarified on the record.

COMMITTEE FOR LOCAL OPERATIONS

JOINT COUNCIL #7 DISPUTES

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at the
Council #7 consignee or shippers in Local 70 jurisdiction. The shipper
Dispute or consignee is loading or unloading the freight.

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
2-8-3580 Delta Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is not
Council #7 connecting carrier freight.
Dispute

DISPOSITION: Postponed.

Case # Encinal Terminal Container Division, and
2-9-4374 Local 85, San Francisco, California

Joint It was the position of the Union that the Company cannot pick and
Council #7 drop with Local 70 men within Local 85's jurisdiction.
Dispute

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
2-70-5164 Pacific Motor Trucking

Joint Night hostler picked up freight at the Air Freight Terminals at
Council #7 San Francisco Airport. Is this payable at 1-1/2 overtime as
Dispute pickup and delivery outside of regular daylight hours?.

DISPOSITION: Postponed.

Case # Local 150, Sacramento, California, and
8-70-5407 California Motor Express

P & D The Union was protesting the bid position of a 3:00 a.m. bobtail
Dispute and a 3:00 a.m. tractor driver. They stated that it was their
opinion that the bid had been abused because the drivers were
used as dock men for the first four hours of their shift.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
8-70-5508 Western Gillette, Inc.

Joint Money claim for men who punched in and did not finish the day.
Council #7 Union requesting the employees that went to work receive the
Dispute difference in pay for a full day.

DISPOSITION: Withdrawn.

Case # Local 386, Modesto, California, and
11-70-5665 Delta Lines

P & D Union requests two more bid jobs on 4:00 a.m. shift.
Dispute

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
5-71-5917 Burlington Truck Lines, Inc.

P & D Lester Pettera is filing for 2 hours pay at time and one-half
Dispute the rate for heavy-duty. Claim is for \$14.61.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5932 McCracken Brothers Motor Freight

P & D Local 81 is in dispute with the Company due to their using a
Dispute Local 255 man to do local pickup and delivery work when Local 81
had a man laid off.

DISPOSITION: Withdrawn.

Case # Local 186, Santa Barbara, California, and
5-71-5937 Smith Transportation

P & D Local 186 is protesting the annual pickup and delivery bid sheet
Dispute of Smith Transportation, Oxnard terminal, where a combination
short line and pickup and delivery position is bid.

DECISION: (Committee Local Operations - Transcript Pgs. 100-106/ - 8/11/71)
M/m/s/c/ based on Article 40, Section 2 of the Pickup and Delivery Supplemental
Agreement, the bid is proper and the claim of the Union is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
5-71-5942 Consolidated Freightways

P & D On Monday, April 20/70, the Company worked several 20%
Dispute employees on a shift beginning at 10:00, at which time the
Company had no bid employees starting. Several senior employees
with a bid start time of 16:00 on that day are claiming 6 hours
at time and one-half, contending that they should have been called
in for the earlier start time.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
5-71-5952 Santa Fe Trail Transportation Co.

Office For and on behalf of Local 357 members: On January 5/71, the
Dispute Company bid their annual bids. The position of routing and block-
ing was deleted from the bids. The Company took over complete
operation of freight dock. The routing and blocking classifica-
tion of work was being performed by a bargaining unit member
of the railway clerks Union. We request this position be posted
for bid for Local 357.

DECISION: (Committee Local Operations-Transcript Pgs.2-18/ - 8/10/71)
M/m/s/c/ based on the facts presented, the bill blocking work being performed in
the evening rightfully belongs to Local 357 and such work shall be performed by
qualified bargaining unit employees.

Case # Local 70, Oakland, California, and
5-71-6067 Encinal Terminals

Joint Union claims one days pay for two employees laid off
Council #7 (Claesgens and Rose).
Dispute

DISPOSITION: (Joint Council #7 Committee-Transcript Pg. 12/ - 8/11/71)
Referred to the Bay Area Committee for disposition.

Case # Local 70, Oakland, California, and
5-71-6068 Interstate Motor Lines

Joint Dan Patton called in as hostler on Sunday. Upon reporting to work
Council #7 Patton was dispatched to make a pickup. After making the pickup
Dispute he returned to the yard where there was hostling work to be
performed; Patton refused the hostling work and clocked out at
11:30 p.m. (his shift was swing). Union is claiming pickup pay
back to 8:00 a.m. as he was used as driver, and 8:00 a.m. is
the regular starting time for drivers. If a man is used as a driver,
he has an 8:00 a.m. starting time, regardless what time he is
called in, and should be paid back to that time.

DECISION: (Jt. Council #7 Committee - -Transcript Pgs. 77-81/ -8/11/71)
M/m/s/c/ based on the facts in this case, the man was paid properly because he
arbitrarily walked off the job after being instructed to stay; and the claim of the Union
is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-71-6070

Local 70, Oakland, California, and
Panda Terminals

Joint
Council #7
Dispute

Work is being performed, but men on layoff have not been called back. Union requests that Company pay all laid off employees who have suffered because of this change in operations.

DISPOSITION:

Settled and Withdrawn.

Case #
5-71-6071

Local 70, Oakland, California, and
Ringsby Systems

Joint
Council #7
Dispute

Union claiming days pay for employee on layoff on dates when Employer dropped trailers at consignee/shippers in excess of 36 hours. Company dropped trailers at Ford Tractor in Oakland, and at Eastman Tag in Richmond in excess of 36 hours, and shipper/consignee loaded, unloaded the freight.

DISPOSITION:

Withdrawn.

Case #
5-71-6075

Local 70, Oakland, California, and
Western Gillette, Inc.

Joint
Council #7
Dispute

Does the Company have the right to interline freight which was formerly handled by a bid driver?

DISPOSITION:

Settled and Withdrawn.

Case #
8-71-6153

Local 17, Denver, Colorado, and
I. M. L. Freight, Inc.

P & D
Dispute

R. Crumley, R. Rodriguez, L. Dunn, R. Mason, W. Washington, are filing for one-half time in violation of Article 59.

DISPOSITION:

Postponed.

Case #
8-71-6154

Local 17, Denver, Colorado, and
Miller Bros.

P & D
Dispute

Gilbert Atencio is requesting back pay from March 5, 1971. Company has failed to pay Union scale.

DECISION:

(Committee Local Operations-Transcript Pgs. 267-276/ - 8/13/71)
M/m/s/c/ that the claim of the Union be allowed in the amount of \$622.80 and that this award shall be equally divided among all Local 17 employees actively working during the month of March, 1971; and that there shall be no further claims in this matter.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-71-6155 Red Ball Motor Freight, Inc.

P & D Paul Brunick states: I am asking for a days pay at time and
Dispute one-half as the Company worked a junior man and failed to
bring me in.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
8-71-6156 Ringsby-United

P & D Donald Lappin states: For two weeks the city dispatcher has
Dispute been stripping and sorting bills and generally performing the
duties of a bill router. Local Union asks that the next laid off
man be awarded two weeks pay. Union also asks that this job
be bid. Laid off man is Robert Butler.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
8-71-6157 Rio Grande Motorway, Inc.

P & D Jim Davis and Tom Snedeger were given letters for going home
Dispute after the shift was over, after signing the list stating they did
not want to work overtime on Thursday, February 25th which
gave them the 8 hours notice they needed. Also, the five or
six men laid off that day. Also, Davis and Snedeger were the
two men out of eight who went home who received letters.

DISPOSITION: Postponed.

Case # Local 45, Great Falls, Montana, and
8-71-6158 Consolidated Freightways

P & D Company used a bid pickup and delivery man to run Over-The-
Dispute Road and did not fill his bid shift on the dock with one of the
15% men. Employee Zumbusch has three days of 8 hours per
day coming at time and one-half the regular hourly rate.

DECISION: (Committee Local Operations-Transcript Pgs.64-67/ - 8/10/71)
M/m/s/c/ that the claim be denied.

Case # Local 190, Billings, Montana, and
8-71-6159 Garrett Freightlines

Office Local 190 requests the payroll work be reinstated within the
Dispute bargaining unit.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6160 California Motor Express

P & D Local 208 on behalf of top three senior men at C.M.E. on layoff,
Dispute is filing for a day's pay for every day back 45 days that C.M.E.
has implemented the 60/40 at this barn.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California,
8-71-6161 Consolidated Freightways-Cartage & Container Division

P & D George Gibson was dispatched to Bakersfield on a 3-stop run.
Dispute Upon his attempt to return, it began to snow and he was snowed
in until December 20, 1970. Was paid for the run and then was
deducted from his check payroll period ending January 30/71.
Claim is for time and one-half for December 18/70 and Saturday,
December 19, 1970, and double time for Sunday, 12-20-70.

DECISION: (Committee Local Operations-Transcript Pgs. 52-63/ - 8/10/71)
M/m/s/ and Deadlocked the claim of the Union be denied.

DECISION: (Main Committee - Transcript Pg. 534/ - 8/13/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 208, Los Angeles, California, and
8-71-6162 Delta Lines

P & D For and on behalf of: G. Belyea, et al. Per the agreement of
Dispute November 20, 1967 on the 60/40, the Union feels that Delta Lines
has violated this agreement because the Company has used 357
men in 208 classification while 208 members are on layoff status.
All 208 members who were on layoff status claim all monies due
them.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
8-71-6163 Lee Way Motor Freight, Inc.

P & D Detton L. Britton's seniority was violated when the Company
Dispute permitted a casual to be dispatched on March 30, 1971 at 7:30 p.m.
and sent Britton home. We claim all money due.

DECISION: (Committee Local Operations-Transcript Pgs. 43-50/ - 8/10/71)
M/m/s/c/ based on the facts presented in this particular case, the claim of the
Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6164 Navajo Freight Lines

Office John Svoboda, et al claims 8 hours pay when the Company did
Dispute not comply with a bulletin dated February 24/71. Bulletin states
anyone reporting for work 30 minutes late will not be allowed
to work. Company did let Gilbert Martin, 357 office employee
work when reporting for work 1-1/2 hours late on 4/1/71.

DECISION: (Committee Local Operations-Transcript Pgs. 19-30/ - 8/10/71)
M/m/s/c/ due to the facts in this particular case, the claim of Arnold L. Cruz be
paid, and the other claims be denied.

Case # Local 357, Los Angeles, California, and
8-71-6165 Imperial Truck Lines

P & D For and on behalf of: Teddy J. Carter. Claim s 8 hours pay for
Dispute each Saturday and Sunday listed.
Saturday, February 20-27; March 6-13-20-27, 1971.
Sunday, February 21-28; March 7-14-21-28, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
8-71-6166 Milne Truck Lines

P & D For and on behalf of: Raymond Price. The Company abolished
Dispute my router-blocker position and denied me the right to bump a
junior man in another position based on my seniority. I am a
qualified hostler and feel I am entitled to hostler wages from
May 10/71 until the time of settlement of this grievance, plus
all overtime Kent Glazier makes. They also forced me to bid
check-loader position I now hold.

DECISION: (Committee Local Operations-Transcript Pgs. 249-255/ - 8/13/71)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 357, Los Angeles, California, and
8-71-6167 Westransco

P & D For and on behalf of: John Brickley. I am claiming that another
Dispute man with less seniority than I was called to work in my stead on
April 26/71; the junior man is Angel. Therefore, due to this
seniority violation, I am claiming one day's pay of \$39.08, plus
overtime if worked.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 381, Santa Marie, California, and
8-71-6168 Bigge Drayage

Heavy Union in behalf of Jon Grindle demands he be paid \$10.00 for
Specialized layover as other employees at the same terminal are paid \$10
Oilfield and not just \$5.75.
Dispute

DECISION: (Committee Local Operations-Transcript Pgs.38-42/ - 8/10/71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 386, Modesto, California, and
8-71-6169 Delta Lines, Inc.

P & D Union claims 4 hours pay for Want on March 23/71 when System
Dispute '99' driver drove fork lift on dock.

DISPOSITION: Postponed.

Case # Local 386, Modesto, California, and
8-71-6170 Delta Lines, Inc.

P & D Union stated working leaderman who starts a 12:00 pm shift was
Dispute home and station agent performed work. Company has always
replaced man on vacation, etc. Union claims you cannot have a
leadman steady and not replace for a day.

DISPOSITION: Postponed.

Case # Local 386, Modesto, California, and
8-71-6171 Delta Lines, Inc.

P & D Union claims pay difference for Mancebo on April 23/71 when
Dispute company used non-bargaining employees as leadmen.

DISPOSITION: Postponed.

Case # Local 431, Fresno, California, and
8-71-6172 O.N.C. Motor Freight System

P & D Union requests 8 hours pay for senior man off when Company
Dispute used non-bargaining personnel on dock April 15, 1971.

DECISION: (Committee Local Operations-Transcript Pgs.91-99/ - 8/10/71)
M/m/s/c/ based on the facts presented, the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6173 Delta Lines

P & D Union claims line driver arrived in terminal and was redispached
Dispute to Port of Stockton to pick up another train. Union claims driver
went to terminal and it becomes local work.

DECISION: (Committee Local Operations-Transcript Pgs. 165-168/-8/12/71)
M/m/s/and Deadlocked the claim be allowed.

DECISION: (Main Committee - Transcript Pg. 534/ - 8/13
M/m/s/c/ this committee will retain jurisdiction.

Case # Local 439, Stockton, California, and
8-71-6174 Shippers Express Co.

P & D Union claims seniority violation and one day's pay for senior
Dispute man on layoff when manager delivered freight on 4-9-71.

DISPOSITION: Settled and Withdrawn.

Case # Local 439, Stockton, California, and
8-71-6175 Shipper's Express

P & D Union claims one day's pay when office personnel did dock work
Dispute on April 23, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 439, Stockton, California, and
8-71-6176 T.I.M.E., DC. Inc.

P & D Union claims 8 hours premium pay for senior man when line
Dispute driver did local work.

DECISION: (Committee Local Operations-Transcript Pgs. 169-181/ -8/12/71)
M/m/s/c/ referred back to the parties for settlement.

Case # Local 741, Seattle, Washington, and
8-71-6177 Consolidated Freightways

P & D Local 741 requests workaroud pay for Tony P. Milascich in the
Dispute amount earned by D. Pierre, a junion man who worked on Sunday,
May 23/71, in violation of Tony Milascich's seniority and work-
around pay for 2 hours at the overtime for V.J. Beatovich, when on
Tuesday, May 18/71, Ivan Westergard, a junior employee on
the same shift as Beatovich was called in 2 hours earlier in
violation of Beatovich's seniority.

DECISION: (Committee Local Operations-Transcript Pgs. 69-82/-8/10/71)
M/m/s/c/ the Union is directed to caucus the yard hostlers affected, and upon proof
that 100 percent of those affected decide that weekend overtime work be allocated by
seniority, rather than by rotation, the Union's position shall prevail with all pay
claims denied.

NOTE: Cases #8-71-6177 and 8-71-6178 were heard together.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-71-6178 Consolidated Freightways

P & D Under Article 43, Section 2, of the Western States Area Pick-Up
Dispute and Delivery Supplement, Local 741 requests that Consolidated
Freightways abide by the contract and award choice of premium
day overtime for hostling work by seniority.

DECISION: The decision in Case #8-71-6177 applies.

Case # Local 741, Seattle, Washington, and
8-71-6179 O.N.C. Motor Freight System

P & D Local 741 requests O.N.C. continue paying overtime rate when
Dispute employees are required to work beyond normal quitting time,
regardless of incidents or situations which may arise during
normal working hours that may cause employees to lose time.

DECISION: (Committee Local Operations-Transcript Pgs. 84-89/ -8/10/71)
M/m/s/c/ referred back to the parties for settlement.

Case # Local 856, San Francisco, California, and
8-71-6180 O.N.C. Motor Freight System

Office Union claims Company in violation of Article 43 of Western States
Dispute Area Office Supplemental Agreement. Work schedule of the data
processing department was changed from the dayshift to a swing-
shift beginning at 5:30 p.m. The personnel performing this work
were moved to that shift. Union feels these jobs should have been
bid.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
8-71-6237 Union Pacific Motor Freight

P & D Raymond Griffin states: The dispatcher did not call me. He
Dispute called lower man on the seniority list.

DECISION: (Committee Local Operations-Transcript Pgs. 140-153/-8/12/71)
M/m/s/c/ that the claim be denied.

Case # Local 70, Oakland, California, and
8-71-6260 Garrett Freight Lines, Inc.

Joint Union claiming runaround pay for Douglas Ramey for April 21/71.
Council #7
Dispute

DECISION: (Joint Council #7 Committee-Transcript Pgs. 48-50/ - 8/11/71)
M/m/s/c/ based on the facts presented, the claim of the Union is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-71-6261 Garrett Freightlines

Joint Union requesting runaround pay at the applicable rate for the 13
Council #7 men next in line according to seniority who should have performed
Dispute the weekend and holiday work.

DECISION: (Joint Council #7 Committee-Transcript Pgs.52-57/ - 8/11/71)
M/m/s/c/ based on the facts of this particular case, the five men in the position on
the rotating board for weekend work be paid a day's pay at the applicable rate.

Case # Local 70, Oakland, California, and
8-71-6262 Garrett Freightlines

Joint The Company Supervisors were placing and tightening clamps on
Council #7 the cables holding down a load. This is bargaining unit work.
Dispute

DECISION: (Joint Council #7 Committee-Transcript Pgs.58-61/ - 8/11/71)
M/m/s/c/ based on the facts in this case, there is no money claim, but the Company
is instructed that they can supervise, but they are not to physically perform bargaining
unit work.

Case # Local 70, Oakland, California, and
8-71-6263 Lee Way Motor Freight

Joint Claim for money. Union claims that swingshift hostler performed
Council #7 pickup and delivery work and was not paid for it. Union requests
Dispute 1-1/2 hours for Ed Wiman for work performed on April 13th.

DECISION: (Joint Council #7 Committee-Transcript Pgs.1-11/ -8/11/71)
M/m/s/and Deadlocked that the Union's position be upheld.

DECISION: (Main Committee - Transcript Pgs. 535-536/ - 8/13/71)
M/m/s/and Deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration.

Case # Local 70, Oakland, California, and
8-71-6264 Owens - Illinois, Inc.

Joint Employee C. Harlan was off on sick leave November 4 and 5, 1970.
Council #7 He has used 12 days of his sick leave since April 1/70. However,
Dispute since employees are allowed to accumulate unused sick leave up
to a maximum of 36 days as of July 1, 1959, established anniversary
date, Union feels Harlan should be paid for the second day he was
off, e.g. - November 5, 1970.

DECISION: (Joint Council #7 Committee-Transcript Pgs.62-76/ - 8/11/71)
M/m/s/c/ based on the facts presented and the method of progression of sick leave
from the previous negotiations, the claim is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-71-6265 Ringsby System

Joint Claim for holiday pay. Union requests Company pay Swindell for
Council #7 the holiday he was docked, Washington's Birthday. Although man
Dispute only worked 11 days in February, he was entitled to Washington's
Birthday in that he went home ill in February and returned to
work in March.

DECISION: (Joint Council #7 Committee-Transcript Pgs.29-33/ - 8/11/71)
M/m/s/and Deadlocked that based on Section 2 of Article 45 the employee of the
Company in question be entitled to his holiday pay.

DECISION: (Main Committee - Transcript Pg. 536/ - 8/13/71)
M/m/s/and Deadlocked that the claim be upheld.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

Case # Local 70, Oakland, California, and
8-71-6266 Sea Land Services, Inc.

Joint Union feels that a man with three years seniority is entitled to
Council #7 15 days paid vacation as of his anniversary date. A man with
Dispute 7 years seniority is entitled to 20 days vacation as of his
anniversary date.

DECISION: (Joint Council #7 Committee-Transcript Pgs.41-47/ - 8/11/71)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 70, Oakland, California, and
8-71-6267 Sea Land Services, Inc.

Joint Union feels that Terry Lopes should be added to Company's
Council #7 seniority list, that he should be working in lieu of a junior man,
Dispute and claims pay for such days.

DECISION: (Joint Council #7 Committee-Transcript Pgs.34-40/ -8/11/71)
M/m/s/c/ based on the facts presented, the claim of the Union is denied and this
case will not be used as a precedent setting case.

Case # Local 85, San Francisco, California, and
8-71-6268 Consolidated Freightways

Joint Dispute of seniority and layoff - Ray Tregenza, Bill Battaglia,
Council #7 Ed Devincenzi, Fred Pakios and Clarence Tomlin.
Dispute Union feels that the men in question should be integrated into
the Master Seniority List of Consolidated Freightways. These
men are now employed by the Consolidated Freightways Container
Division and were formerly with Clark Farnsworth, Inc.

DECISION: (Joint Council #7 Committee-Transcript Pgs.13-23/ -8/11/71)
M/m/s/c/ based on the facts presented in this case, the claim of the Union is denied;
if however it can be proven that work from one division is being diverted to another,
with people laid off, it would be a violation of the contract.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
 8-71-6269 I. M. L. Freight, Inc.

Joint Union claims Company posted a new seniority list in May, 1971.
 Council #7 James Neusen protested his position on this list. Union furnished
 Dispute payroll records, etc. to substantiate his position. Company
 protests that this case had been heard previously and that the
 seniority list of January was declared to be retained as correct.

DISPOSITION: Settled and Withdrawn.

Case # Local 85, San Francisco, California, and
 8-71-6270 Personnel Maintenance (U.S. Steel)

Joint Claim for additional sick leave benefits. Union requests pay
 Council #7 for sick days used by the employee.
 Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
 8-71-6271 Pacific Motor Trucking

Joint Union claims Company spotted trailers at a shipper's place of
 Council #7 business and the shipper loaded same. This was hand loading.
 Dispute

DECISION: (Joint Council #7 Committee-Transcript Pgs.24-28/ - 8/11/71)
 M/m/s/c/ based on the facts presented in this case, the claim of the Union is upheld.

Case # Local 81, Portland, Oregon, and
 8-71-6274 United-Buckingham Freightlines

P & D Local 81 is in dispute with the company over their violation of
 Dispute Article 47, Section 1 of the Pick-Up & Delivery Agreement.
 The Union maintains the Company has refused to return Herb
 Smith to work even after the driver was examined by a third
 doctor and cleared to return to work.

DECISION: (Committee Local Operations-Transcript Pgs.155-163/ -8/12/71)
 M/m/s/c/ based on the evidence presented, Herb Smith is deemed to be on sick
 leave until he furnishes the Company with an appropriate medical release.

Case # Local 154, Seattle, Washington, and
 8-71-6275 T.I.M.E., DC. Inc.

Office Company did not call Robert Sandberg to return to work in his
 Dispute rightful order of seniority and requesting to be paid for all time lost.

DECISION: (Committee Local Operations-Transcript Pgs.116-138/ -8/12/71)
 M/m/s/c/ that the claim of Sandberg be allowed on the following basis: May 18th
 through June 8th, eight hours per day at the billing clerks's rate of pay. Beginning
 June 9, 1971 the claim is allowed for the rate clerk's rate of pay for each working day.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
8-71-6276 Borrego Freight Lines

P & D Local 208 on behalf of its members, asks that the Company be
Dispute instructed to comply with Article 43, Section 2, of the Pick-Up
& Delivery, that all runs and positions be posted for bid. At
the present time, Borrego has two unbidded positions.

DECISION: (Committee Local Operations-Transcript Pgs.32-36/ -8/10/71)
M/m/s/c/ based on the facts presented, the claim of the Union is denied.

Case # Local 208, Los Angeles, California, and
8-71-6277 East Texas Motor Freight

P & D Local 208, on behalf of Francis Seigneur, claims all monies due
Dispute back 45 days when the Company did not put Lloyd Warwick's
regular two axle run up for bid while he was on layoff when two
junior men (P. Naccaruto and A. Burton) were working in his
stead.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
8-71-6278 Gilbert Carrier Corporation

P & D Robert Cardona claims all monies due for June 1/71 when the
Dispute Company worked Mr. Reyes of Local 986 in a 208 position in
his stead.

DECISION: (Committee Local Operations-Transcript Pgs.192-216/ -8/12/71)
M/m/s/and Deadlocked that the claim of the Union be denied.

DECISION: (Main Committee - Transcript Pg. 534/ - 8/13/71)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 208, Los Angeles, California, and
8-71-6279 Gilbert Carrier Corporation

P & D Case #SC-7-1-8758: Robert Cardona claims all monies due for
Dispute 5/3/71 when the Company worked Pete Matthews of Local 986
as a riding helper when he was on layoff.
Case #SC-7-1-8760: Guillermo Castillo claims all monies due
for 5/10/71 and 5/17/71 when the Company worked Brother
Matthews from Local 986 when he was on layoff.

Case #SC-7-1-8762: Robert Valenzuela claims all monies due
when the Company worked Brother Matthews from another bar-
gaining unit as a riding helper on 5-24-71, while he was on layoff,
and claims all monies due for 5-28-71 when the company worked
Brother Reyes from another bargaining unit in his stead.

DECISION: (Committee Local Operations-Transcript Pgs.218-225/-8/12/71)
M/m/s/c/ that the claim of the Union be allowed as amended.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6280 Gilbert Carrier Corporation

P & D Case #SC-7-1-8761: Lyle Place claims 3 hours at time and a half
Dispute rate for 5-6-71 when the Company brought in James Scott at
8:00 a.m. for his bid run and started Place at 12:00 noon. Place's
starting time is 9:00 a.m.

Case #SC-7-1-8765: Larry Cotter claims 3 hours at time and a
half rate for 5-6-71 when the Company sent another man on his
bid run and dropped him to a 12:00 noon start. His bid start is
9:00 a.m.

DECISION: (Committee Local Operations-Transcript Pgs.226-240/ - 8/12/71)
M/m/s/and Deadlocked that the claim of the Union be denied.

DECISION: (Main Committee - Transcript Pgs. 535/ - 8/13/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 208, Los Angeles, California, and
8-71-6281 Gilbert Carrier Corporation

P & D Case #SC-7-1-8763: Wally Dotson claims all monies due for
Dispute 5-4-71 and 5-5-71 when the Company worked a supervisor unload-
ing freight while he was on layoff.

Case #SC-7-1-8764: Jim Washington claims all monies due for
5-3-71 and 5-6-71 when the Company worked a supervisor in the
early crew when he was on layoff.

DECISION: (Committee Local Operations-Transcript Pgs.241-248/ -8/12/
M/m/s/and Deadlocked that the claim of the Union be denied.

DECISION: (Main Committee - Transcript Pgs. 535/ - 8/13/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 741, Seattle, Washington, and
8-71-6282 Consolidated Freightways

P & D Requesting workaroud pay for C.T. Sherry in the amount of 1-1/2
Dispute hours at the overtime rate when on June 1/71 Ron Herbert, a
junior man, was called in 1-1/2 hours ahead of Sherry and 2 hours
overtime when on June 7/71 Herbert was called in 2 hours ahead
of Sherry.

DISPOSITION: Withdrawn.

Case # Local 741, Seattle, Washington, and
8-71-6283 Sea Land Freight Service

P & D J.B. Coffin claims 4-1/2 hours overtime on June 25/71 when
Dispute worked around by Hal Clasen, a junior man.

DECISION: (Committee Local Operations-Transcript Pgs.277-278/ 8/13/71)
M/m/s/c/ by failure of the Company representative to appear, the benefits of Article
45 are withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6291 California Motor Express

P & D Union requests Company put James Zuber on seniority list and
Dispute compensate him for all monies lost.

DECISION: (Committee Local Operations-Transcript Pgs. 182-191/- 8/12/71)
M/m/s/c/ the Company be instructed to place James Zuber on the seniority list with
June 12, 1970 as his date. The Money claim prior to this date is denied.

Case # Local 357, Los Angeles, California, and
8-71-6309 Ringsby Systems

P & D James Wilkins claims a workarround when a Local 208 man was
Dispute used and the Local 357 man was the senior man available for work.

DECISION: (Committee Local Operations-Transcript Pgs. 107-115/ 8-/11/71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and
8-71-6310 Westransco

P & D Local 357 is protesting the use of supervisors to do routing and
Dispute blocking work.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
8-71-6311 Yellow Freight System

P & D Claim for Joseph Laszacs for work performed on Memorial Day
Dispute May 31, 1971 in the amount of \$82.56.

DECISION: (Committee Local Operations-Transcript Pgs. 256-265/ -8/13/71)
M/m/s/c/ that this case be referred back to the parties for settlement.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 8-71-6181	L-920	<u>W. C. ANDREWS</u> , member of Local 492, Albuquerque, New Mexico. Employee of Whitfield Transportation, Inc. Request is for a period of 60 days, effective June 15, 1971, for the purpose of taking care of his Father and his Father's properties.
	L-921	<u>NORMAN A. HILL</u> , member of Local 150, Sacramento, California. Employee of E.T.M.F. Freight System. Request is for a period of 90 days, effective May 5, 1971, for the purpose of accepting job as District Safety Supervisor for E.T.M.F. Freight System.
	L-922	<u>NEAL M. NEFF</u> , member of Local 104, Phoenix, Arizona. Employee of E.T.M.F. Freight System. Request is for a period of 90 days, effective June 7, 1971, for the purpose of Dispatching vacation relief.
	L-923	<u>JAMES FRANCIS GAHAFFER</u> , member of Local 208, Los Angeles, Calif. Employee of T.I.M.E., DC. Inc. Request is for a period of 90 days, effective June 16, 1971, for the purpose of becoming City Driver Supervisor.
	L-924	<u>RICHARD W. GIFFORD</u> , member of Local 180, Los Angeles, Calif. Employee of Illinois-California Express. Request is for a period of 90 days, effective June 7, 1971, for the purpose of working in non-covered position (Dispatcher).
	L-925	<u>EDWARD DENNIS</u> , member of Local 81, Portland, Oregon. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective June 28, 1971, for the purpose of taking a position with Local 81 as Business Agent.
	L-926	<u>DOUGLAS W. McCLURE</u> , member of Local 81, Portland, Oregon. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective July 1, 1971, for the purpose of night line dispatching.
	L-927	<u>GORDON WALLIS</u> , member of Local 208, Los Angeles, Calif. Employee of Dart Transportation Service. Request is for a period of 60 days, effective July 1, 1971, for the purpose of accepting position of Assistant Night Manager, a non-covered position.
	L-928	<u>JOE BOOTHMAN</u> , member of Local 81, Portland, Oregon. Employee of Widing Transportation Company. Request is for a period of 90 days, effective July 6, 1971, for the purpose of taking a position of Dispatcher.
	L-929	<u>HARRY SHARP</u> , member of Local 81, Portland, Oregon. Employee of I-5 Freightlines, Inc. Request is for a period of 90 days, effective July 12, 1971, for the purpose of Dispatching.

(Continued on Following Page)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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| Case #
8-71-6181 | L-930 | <u>GERALD DEES</u> , member of Local 208, Los Angeles, Calif. Employee of California Motor Express. Request is for a period of 90 days, effective July 12, 1971, for the purpose of assuming duties as Dock Foreman, duties of which are not covered by the Western States Area Pick-Up and Delivery Supplemental Agreement. |
| | L-931 | <u>WILFORD L. BEASLIN</u> , member of Local 222, Salt Lake City, Utah. Employee of I.M.L. Freight, Inc. Request is for a period of 90 days, effective September 1, 1971, for the purpose of serving as Business Representative for Local 222. |
| | L-932 | <u>JOHN CRAWFORD</u> , member of Local 439, Stockton, Calif. Employee of Delta Lines. Request is for a period of 90 days, effective July 16, 1971, for the purpose of taking position of Dock Supervisor. |
| | L-933 | <u>ARTHUR WEIDNER</u> , member of Local 439, Stockton, Calif. Employee of Lodi Truck Service. Request is for a period of 90 days, effective August 1, 1971, for the purpose of taking position of Field Supervisor. |
| | L-934 | <u>LeROY SELBY</u> , member of Local 150, Sacramento, Calif. Employee of Willig Freight Lines. Request is for a period of 90 days, effective July 12, 1971, for the purpose of performing duties of Terminal Manager. |
| | L-935 | <u>AL BECKSTEAD</u> , member of Local 396, Los Angeles, Calif. Employee of De Salvo Trucking Company. Request is for a period of 90 days, effective July 26, 1971, for the purpose of accepting a non-covered position (temporary Dispatcher). |

DECISION: (Committee Local Operations - Transcript Pg. 279/ - 8/13/71)
M/m/s/c/ that all leaves are approved with the exception of L-920.

MAIN COMMITTEE

DISCHARGES

WARNING LETTERS

THESE CASES APPEAR IN NUMERICAL ORDER

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 146, Colorado Springs, Colorado, and
5-70-5231 Rio Grande Motor Way, Inc.

P & D Daniel Jardon states: I am claiming 2-1/2 hours premium pay
Dispute for March 4, 1970 when Robert Graham who is a twenty percenter
was called in ahead of me.

DISPOSITION: Postponed.

Case # Local 146, Colorado Springs, Colorado, and
5-70-5232 Rio Grande Motor Way, Inc.

P & D Richard H. Polage states: On February 26, 27, and March 5th,
Dispute Bob Graham was asked by Bob Harbeke to come to work at
4:30 a.m. On February 26th, 6:00 A.M. on February 27th,
and 5:00 a.m. on March 5th. These are not regular shifts and
would be considered premium times. I am time slipping for
this time - 2-1/2 hours on February 26th, one hour on 2-27th
and 2 hours on March 5th at time and one-half.

DISPOSITION: Postponed.

Case # Local 146, Colorado Springs, Colorado, and
5-70-5233 Rio Grande Motor Way, Inc.

P & D Richard Polage states: I am claiming 2 hours premium pay for
Dispute March 6/70 and 2 hours pay for March 10th, when Robert Graham
who is a twenty percenter was called in ahead of me.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
11-70-5592 McCracken Brothers Motor Freight

O-T-R Local 81 is disputing the Company's violation of the short line
Dispute agreement. This dispute is filed on behalf of Robert G. Carnes
and we are asking for 3-1/2 hours on July 12/70, and 3 hours
on July 19/70 for the same short line violation.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
11-70-5648 Transcon Lines

Warning Letter Gerald Cohen protests a warning letter on June 10, 1970 for
preventable accident.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-71-5740 Consolidated Freightways

Clarification Local 208 requests a clarification of the previous decision in this case. Particularly the manner of selecting the impartial doctor.

DECISION: (Main Committee - Transcript Pgs.218-219/ - 8-10-71)
M/m/s/c/ the clarification of this committee is that the Company and the Union are directed to follow the procedures of the Southern California Joint State Grievance Committee in the selection of a third impartial doctor.

Case # Local 386, Modesto, California, and
2-71-5794 Yolo Transport

O-T-R Union claims pay for seven men when Company failed to dispatch
Dispute them.

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
2-71-5796 All-Trans Express

Master Company is paying line scale on certain runs, claims is true
Dispute short line and should be paid as such.
Company contends they are being penalized unfairly, and that the true scale should be short line.

DISPOSITION: Postponed.

Case # Local 57, Eugene, Oregon, and
2-71-5828 Trans-Western Express

Warning Local 57 is protesting the warning letter issued to Charles
Letter Imus on December 16, 1970.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
2-71-5856 Hopper Truck Lines

Sub- For and on behalf of: Carl Stanoyevic. Violation of Article 32,
Contracting Section 1.
Hopper Freight Lines has been farming out freight while laid off employees are laid off and not working. We feel that we should have first choice on the freight that is sub-contracted to G. I. Trucking, G & H Trucking and Bott Trucking, Same Day Delivery Service and others. We are asking for all back pay while Hopper is sub-contracting freight.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
2-71-5857 O. N. C. Motor Freight System

Sub- O.N.C. has been farming out freight while men are on layoff
Contracting status. We feel we should have first choice on the freight that
is sub-contracted to G.I. Trucking, G. & H. Trucking, Bott
Trucking and Same Day Delivery Service and others.

DISPOSITION: Postponed.

Case # Local 741, Seattle, Washington, and
5-71-5962 Silver Eagle Company

P & D Company takes the position they can start their local pickup
Dispute and delivery and dock help at any place of their choice.

We claim due to the fact that their terminal is 22 miles from
Seattle that drivers or helpers should be compensated from
that point.

DECISION: (Main Committee - Transcript Pg. 536 - 8-13-71)
M/m/s/c/ that we hold jurisdiction.

Case # Local 81, Portland, Oregon, and
5-71-5983 Ringsby Pacific, Ltd.

O-T-R Local 81 is protesting the Company's use of leased equipment
Dispute in and out of Portland.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon
5-71-5985 Local 162, Portland, Oregon, and
Widing Transportation Company

Tanker Local 81's position is that the Company is in violation of the
Dispute contract because Widing Transportation has three separate
seniority boards operating prior to the first week in November/70.

DISPOSITION: Withdrawn.

Case # Local 150, Sacramento, California, and
5-71-5988 Consolidated Freightways

Master Cases #CV-31-3491 and 3492: (Martin T. Hosford & Gerald Lilly).
Dispute Employees claim Company is in violation of Article 6, Section 1,
Paragraph 1. Hosford claims this violation occurred as a result
of a Change of Operation Case #MC-CO-15-8/70.

DECISION: (Main Committee - Transcript Pgs. 396-409/ - 8-12-71)
M/m/s/c/ based on the facts, the claim of the Union is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
5-71-5992 Transcon Lines

O-T-R Local 180 takes the position that Davis and Creed are entitled
Dispute to 5 hours pay at \$4.37 per hour, a total of \$21.85 for each man.

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
5-71-5995 Consolidated Freightways

O-T-R Local 190 requests pay for all time spent at North Dakota and
Dispute Wyoming ports of entry for all Billings drivers from February
1, 1971 to date.

DECISION: (Main Committee - Transcript Pgs. 61-63/ - 8-9-71)
M/m/s/c/ based on the 30-minute rule previously established by this committee, the
claim of the Union is denied.

Case # Local 468, Oakland, California, and
5-71-6010 Transcon Lines

O-T-R Union claims abuse of free time. Grievants arrived in Toledo
Dispute at 0330 October 21 and were not dispatched until 0300 October
23. A Bay Area team was dispatched from Detroit via Cleveland,
with a half set for the Bay Area and an empty. They dropped
the empty and picked up another half set for the Bay Area. The
grievants were held in Toledo until a full set materialized for
the Bay Area.

DISPOSITION: Postponed.

Case # Local 690, Spokane, Washington, and
5-71-6021 Consolidated Freightways, Inc.

O-T-R The Company is asking for relief from a seniority dispatch
Dispute board in Spokane.

DISPOSITION: Withdrawn.

Case # Consolidated Freightways, and
5-71-6023 Local 741, Seattle, Washington

Master In accordance with Article 6, Section 1 of the National Master
Dispute Freight Agreement, Consolidated Freightways is requesting
relief from the Joint Area Grievance Committee from a Mainte-
nance of Standards involving a seniority dispatch at our Seattle
terminal.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 962, Medford, Oregon, and
5-71-6055 East Texas Motor Freight

Discharge Local 962 is protesting the discharge of Edgar Marion by
East Texas Motor Freight.

DISPOSITION: Settled and Withdrawn.

Case # Local 190, Billings, Montana, and
5-71-6057 Garrett Freightlines

Warning Local 190 requests warning letter be withdrawn issued to James
Letter E. Davis, February 16, 1971.

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
5-71-6058 Garrett Freightlines, Inc.

Warning Local 190 requests the warning letter dated January 25, 1971
Letter to Vic Bachmeier be withdrawn.

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
5-71-6059 United-Buckingham Freightlines

Warning Local 190 is protesting the warning letter issued to driver
Letter Bell.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
5-71-6060 Milne Truck Lines, Inc.

Warning Alleged accident was caused by faulty equipment and not the
Letter negligence of the operator and request that Company remove
this warning notice issued March 1/71 to Willard Bolter.

DISPOSITION: Postponed.

Case # Local 222, Salt Lake City, Utah, and
5-71-6061 Pacific Intermountain Express

Warning The Union concedes that the instructions are well known and that
Letter the driver failed to comply, but objects to the terminology used
in the warning notice and contends that it was issued not for his
failure to call the relief driver, but as a result of bad attitude
of the driver's supervisor. The warning letter was issued to
Donald C. Wescom dated January 5, 1971.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-71-6063 Pacific Intermountain Express

Warning Letter George Massey states: I am protesting the warning letter of February 10, 1971 for an accident on February 3, 1971. I request this letter be retracted.

DISPOSITION: Settled and Withdrawn.

Case # Local 150, Sacramento, California, and
5-71-6123 A. W. Hays Trucking

Agricultural & Horticultural Dispute Union claims runaround pay for members on layoff when Company used non-bargaining people to do the work.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
5-71-6130 T.I.M.E., DC. Inc.

Suspension For and on behalf of: J. D. Almaraz, E. L. Banuelos and John Passi. Company violated seniority of above members when they reported to work on March 29/71 and Company refused to work them and issued them a 5-day suspension. We Claim all money due.

DECISION: (Main Committee - Transcript Pgs. 86-96/ - 8-10-71)
M/m/s/c/ that the five-day suspension stand but the warning letters issued be withdrawn.

Case # Local 45, Great Falls, Montana, and
8-71-6182 Ringsby Pacific

Master Dispute Delivery truck was driven by Terminal Manager from garage to terminal.

DISPOSITION: Settled and Withdrawn.

Case # Local 57, Eugene, Oregon, and
8-71-6183 McCracken Bros. Motor Freight

O-T-R Dispute Local 57 is in dispute with McCracken Bros. over their running double turns to Portland on the short line hourly rate.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-71-6184 East Texas Motor Freight System

Interpre- The Union is asking that in the event a man should retire or be-
tation come disabled disallowing him to work anymore in the craft before
the completion of the year on a proven illness, that the figure to
determine his vacation pay should be according to the number of
weeks worked rather than one-fifty-second of his gross pay.

DISPOSITION: Withdrawn.

Case # Local 81, Portland, Oregon, and
8-71-6185 Garrett Freightlines, Inc.

Interpre- The Union is asking that in the event a man should retire or be-
tation come disabled disallowing him to work anymore in the craft before
the completion of the year on a proven illness, that figure to
determine his vacation pay should be according to the number of
weeks worked rather than one-fifty-second of his gross pay.

DISPOSITION: Withdrawn.

Case # Local 81, Portland, Oregon, and
8-71-6186 Garrett Freightlines, Inc.

O-T-R The Union contends that on April 7, 1971, the Company called
Dispute R. J. Graber between 7:00 pm and 8:00 p.m. and he picked a
Boise-Spokane trip at that time. The Company did call his father
after he had left home, but he was not able to be reached and was
not notified the run was cancelled. He showed up for his departure
and found out at that time. The Union is asking for six hours
for showtime.

DECISION: (Main Committee - Transcript Pgs. 390-395/ - 8/12/71)
M/m/s/c/ based on the facts in this case the claim of the Union be allowed.

Case # Local 81, Portland, Oregon, and
8-71-6187 Garrett Freightlines, Inc.

O-T-R Local 81 is in dispute with the Company over their refusal to pay
Dispute drivers check time on minimum runs which come under the six
and eight hour rider agreement.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
8-71-6188 Ringsby Pacific Ltd.

O-T-R The Union contends that Frank Fellows was in Medford eleven
Dispute hours before he got out and driver G. E. Hanson sat six hours
before he was dispatched out. The Union is asking for 1-1/4
hours for Fellows and two hours for Hanson for abuse of free time.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-71-6189 Ringsby Pacific Ltd.

O-T-R Local 81 is in dispute with the Company over their failure to
Dispute comply with the new pay scales for the drivers on runs from
Portland to Medford.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
8-71-6190 Widing Transportation Company

Tanker The Union contends that the Company is in violation of Article 5,
Dispute Section 3, sub-section (a-4) involving Dean Brumet's failure to
be dispatched out south when he is the senior employee and when
the Company does not have parallel operating rights in California.

DECISION: (Main Committee - Transcript Pgs. 486-488/ - 8/12/71)
M/m/s/c/ the claim filed on behalf of Dean Brumet for January 20 and 22nd, 1971
shall be paid and no further claims shall be honored under Article 5, Section 3, Sub-
sections (4) and (5). All tank drivers at Widing Transportation located at Portland,
Oregon shall come under Article 5, Section 3, Sub-section (1) for the purpose of
establishing seniority.

Case # Local 85, San Francisco, California, and
8-71-6191 Western Carloading

Master Union claims that Company, when they moved to their new opera-
Dispute tion installed a "Towveyor" in their dock. The Union claims
that this Towveyor is a new piece of equipment for the Company,
and that its installation has resulted in numerous layoffs. Union
feels that a new rate should be negotiated for this equipment so
as to counteract the layoffs it has caused.

DECISION: (Main Committee - Transcript Pgs. 150-158/ - 8-10-71)
M/m/s/c/ that the claim of the Union is denied due to the fact that Article 6, Section 4,
of the National Master Freight Agreement is not applicable in this case.

Case # Local 104, Phoenix, Arizona, and
8-71-6192 Cantlay & Tanzola

Tanker Union claims a past practice that Phoenix drivers have always
Dispute unloaded California drivers' loads when Phoenix men were availa-
ble. Union claims they had people available to do this work at
this time.
Company removed equipment from Phoenix, except one truck, and
placed the affected men on layoff, and notified Union by letter.
Company claims that 80% of the loads were unloaded by Los
Angeles drivers.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona, and
8-71-6193 Milne Truck Lines, Inc.

Interpretation Money claims for Clyde Bates and William Holly, April 27
and 28, 1971.

DISPOSITION: Postponed.

Case # Local 104, Phoenix, Arizona, and
8-71-6194 Western Gillette, Inc.

O-T-R Money claim for Virgil Rogers, April 14, 1971.
Dispute

DISPOSITION: Postponed.

Case # Local 137, Marysville, California, and
8-71-6195 Pacific Motor Trucking

O-T-R Union claims non-bargaining employees were used to deliver
Dispute freight from the terminal.

DISPOSITION: Postponed.

Case # Local 180, Los Angeles, California, and
8-71-6196 Consolidated Freightways, Inc.

O-T-R Local 180 on behalf of all men affected, including men who are
Dispute on layoff, requests all monies due them when Consolidated Freight-
ways piggybacked trailers loaded with freight from Los Angeles
to points East.

DISPOSITION: Withdrawn.

Case # Local 180, Los Angeles, California, and
8-71-6197 Navajo Freight Lines, Inc.

O-T-R Local 180 is requesting that Rupert Conklin and T. Thomas be
Dispute compensated for the difference in a round trip from Los Angeles
to Amarillo, Texas and return, and a round trip from Los
Angeles to Fort Wayne and return, or \$169.18 for each.

DISPOSITION: Withdrawn.

Case # Local 180, Los Angeles, California, and
8-71-6198 T.I.M.E., DC., Inc. (LASME)

O-T-R Local 180 is asking that three Los Angeles teams be compensated
Dispute for all time involved when the Company violated a Company work
rule on February 23/71, whereby the Company ran three Seattle
teams around the Los Angeles teams in Seattle.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-71-6199 T.I.M.E., DC., Inc.

O-T-R Local 180 takes the position that Pollock is entitled to be comp-
Dispute ensated in the amount of \$15.00 for expenses which he paid and
for which the Company was obligated.

DISPOSITION: Settled and Withdrawn.

Case # Local 190, Billings, Montana, and
8-71-6200 Consolidated Freightways

O-T-R Local 190 requests pay for check time for driver Phillips
Dispute on June 4, 1971.

DECISION: (Main Committee - Transcript Pgs. 64-65/ - 8-9-71)
M/m/s/c/ based on the Montana Rider the claim be denied.

Case # Local 190, Billings, Montana, and
8-71-6201 Consolidated Freightways

O-T-R Local 190 requests pay at turn point for R. W. Schlemmer on
Dispute April 17, 1971.

DECISION: (Main Committee - Transcript Pgs. 66-71/ - 8/9/71)
M/m/s/c/ based on the facts in this case the claim be allowed for mileage, work
time plus time spent in Butte less moneys previously paid.

Case # Local 190, Billings, Montana, and
8-71-6202 Ringsby United

O-T-R Local 190 requests runaround pay for Bob Robbennolt on
Dispute May 2, 1971.

DECISION: (Main Committee - Transcript Pgs. 478-480/ - 8/12/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 190, Billings, Montana, and
8-71-6203 Ringsby United

O-T-R Local 190 requests pay for Harry Mann for cleaning windows.
Dispute

DECISION: (Main Committee - Transcript Pgs. 481-483/ - 8/12/71)
M/m/s/c/ based on the facts in this case, the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
8-71-6204 Krown Transportation

Master Paul C. Fuery claims monies due him for spending time in jail
Dispute as a result of Company ignoring citation issued for owner's
responsibility.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-71-6205 Consolidated Freightways

O-T-R Local 222 is claiming the 15 minutes fuel time at outside vendors
Dispute per Company letter of April 14, 1971, in behalf of all line drivers
at Salt Lake City.

DECISION: (Main Committee - Transcript Pgs. 518-519/ - 8/13/71)
M/m/s/c/ this case be referred to the parties and the committee retain jurisdiction.

Case # Local 222, Salt Lake City, Utah, and
8-71-6206 Consolidated Freightways

O-T-R Salt Lake City-domiciled line driver M. S. Johnson was called
Dispute for a Rawlins trip at 19:00 on April 5/71. In checking his logs
it was determined that he only had 15 hours of driving time availa-
ble, which the Company contends is not sufficient driving hours
to make a Rawlins trip. At 24:00 the Company dispatched
Johnson to Winnemucca. He claims 5 hours runaround, contend-
ing that another driver was sent to Rawlins at 19:00.

DECISION: (Main Committee - Transcript Pgs. 520-527/ - 8/13/71)
M/m/s/c/ the Company and the Union are directed to meet and negotiate reasonable
available hour minimums on all regular runs out of Salt Lake City, and the money
claim is denied.

Case # Local 222, Salt Lake City, Utah, and
8-71-6207 I. M. L. Freight, Inc.

O-T-R The Union contends that the layover provisions of the agreement
Dispute do not apply because the original dispatch was not to a lay point
with the intent that the drivers lay over.
The Company originally paid all of the delay time, but on the
following payday deducted 12 hours per man, contending that this
was free time at the layover point.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
8-71-6208 Pacific Intermountain Express

O-T-R The Company dispatched two single man drivers with separate
Dispute loads of ammunition, directing them to take their meal stops at
the same time and have one driver guard both loads while the
other driver ate and conversely. The drivers were stopped a
total time of one hour and split the time, one eating for the first
half hour and guarding the equipment, the second half hour, and
the reverse. Driver Johnson claims pay for the entire hour.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6209 Consolidated Freightways

O-T-R Local 224 on behalf of Eugene O. Whittington and all affected
Dispute drivers, claims the Company is not complying with Local 224
Check and Fuel Rider #205, and claims monies 45 days back
from the date of this filing.

DECISION: (Main Committee - Transcript Pgs. 499-507/ - 8/13/71)
M/m/s/c/ if the men claim over 30 minutes for check and fuel time they must itemize
all time claimed. If they claim 30 minutes or less for check and fuel time it need
not be itemized. All claims of the members that fall within these guidelines shall
be paid.

Case # Local 224, Los Angeles, California, and
8-71-6210 Consolidated Freightways

O-T-R Local 224 on behalf of Jess T. Lovett claims 9-3/4 hours for
Dispute having been instructed by dispatcher to lay over at a roadside
rest area to be able to obtain sufficient hours to return to Los
Angeles. This occurred on April 14, 1971.

DECISION: (Main Committee - Transcript Pgs. 514-517/ - 8/13/71)
M/m/s/c/ based on the facts in this case, the claim of the Union be upheld.

Case # Local 224, Los Angeles, California, and
8-71-6211 Dart Transportation Service

O-T-R Local 224 on behalf of Max Meier and all affected drivers, re-
Dispute quests the committee to instruct the Company to award all the
bid runs which in the past have been bid and awarded.

DECISION: (Main Committee - Transcript Pgs. 431-443/ - 8/12/71)
M/m/s/c/ that this case be referred back to the parties for possible settlement and
this committee retain jurisdiction.

Case # Local 224, Los Angeles, California, and
8-71-6212 East Texas Motor Freight

O-T-R Case #SC-11-70-7597: Local 224 on behalf of John Travers
Dispute claims misdispatch on July 28, 1970 when a Phoenix-based man
deadheaded into the Montebello terminal and took a load back to
Phoenix and Travers did not work. This claim is for a round
trip from Montebello to Phoenix and return (\$102.56)
Case #SC-12-70-7744: Local 224 on behalf of Donald Couch claims
a misdispatch on Sept. 15/70 when two Phoenix-based men dead-
headed into the Montebello terminal and Couch was not dispatched
on September 16/70 or Sept. 17/70.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6214 East Texas Motor Freight System

O-T-R Local 224 on behalf of Robert H. Gray claims abuse of free time
Dispute on May 1, 1971, when the Company held him 17-1/2 hours with-
out just cause.

DECISION: (Main Committee - Transcript Pgs. 495-498/ - 8/12/71)
M/m/s/c/ based on the facts the claim of the Union be denied.

Case # Local 224, Los Angeles, California, and
8-71-6215 Pacific Intermountain Express

O-T-R Local 224 on behalf of all drivers affected at P.I.E. requests the
Dispute Company to comply with Article 60, Section 2, of the Over-The-
Road Agreement.

DECISION: (Main Committee - Transcript Pgs. 447-454/ - 8/12/71)
M/m/s/c/ that the case be referred back to the parties for possible settlement and
the committee retain jurisdiction.

Case # Local 315, Martinez, California,
8-71-6216 Local 467, San Bernardino, California, and
Marwais Steel Company

O-T-R Union claims full pay for L. Rogers for every day other people
Dispute have worked and Rogers has been off.

DECISION: (Main Committee - Transcript Pgs. 455-467/ - 8/12/71)
M/m/s/c/ that based on the facts presented Mr. Rogers shall be offered the next
opportunity of employment at the Fontana operation and the money claim is denied.

Case # Local 315, Martinez, California, and
8-71-6217 Telfer Tank Lines

Tanker Union claims Frits is not being allowed to work on extra board
Dispute because of receiving a 502 on his own time - he was on layoff
at the time.

DECISION: (Main Committee - Transcript Pgs. 184-198/ - 8/10/71)
M/m/s/c/ that Emerson Frits be returned to work on Monday, August 16, 1971,
according to his seniority on PUC loads only and will not qualify on the \$100 spread
money board , and the money claim is denied.

Case # Local 381, Santa Maria, California, and
8-71-6218 Douglas Oil Company

Tanker Union claims Gilbert Gray should be returned to work as of
Dispute 4-1-71 as seniority rights were violated. Union also claims 2
days pay for waiting.

DECISION: (Main Committee - Transcript Pgs. 97-110/ - 8/10/71)
M/m/s/c/ that the claim of the Union be allowed and the Company be directed to file
jointly with Mr. Gray for a waiver from the DOT.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 431, Fresno, California, and
8-71-6219 Western Gillette, Inc.

O-T-R Case #CV-51-3652: Local 431 requests pay for Earle Freis for
Dispute difference between Stockton turn and Oakland mileage via Stockton
as this is bid Fresno-Oakland via Stockton or San Jose, April 3
and 4, 1971.

Case #CV-51-3653: Local 431 requests difference in pay for
Earle Freis between 8 hours and asks low mileage via Stockton
one way as this is a Fresno-Oakland bid via Stockton and/or
San Jose.

DECISION: (Main Committee - Transcript Pgs. 419-425/ - 8/12/71)
M/m/s/c/ if there was Bay Area freight in these loads the claim is allowed. If not,
the claim is denied.

Case # Local 439, Stockton, California, and
8-71-6220 Batteate Livestock Transportation

Sub- Union claims five trucks were parked by the Company and drivers
Contracting were laid off. One truck was sent to Brentwood. Jinochio Live-
stock owns both companies. Trucks are dispatched from
Stockton. Men were asked to work at a reduced scale. Jinochio
Livestock is under another contract other than Teamsters.

DECISION: (Main Committee - Transcript Pgs. 199-210/ - 8/10/71)
M/m/s/c/ the claim of the Union shall be allowed for those days when Jinochio Truck-
ing delivered freight on a Batteate freight bill and the men claimed for were not
working.

Case # Local 467, San Bernardino, California, and
8-71-6221 California Motor Express

O-T-R Local 467 on behalf of all affected members protests the Company
Dispute establishing bid runs from San Francisco to Los Angeles and
Colton without going through a Change of Operations or contacting
Local 467.

DECISION: (Main Committee - Transcript Pgs. 159-168/ - 8/10/71)
M/m/s/c/ that we refer it back to the parties and that this committee will retain
jurisdiction and the Company be instructed to sit down with the locals to try to resolve
the issue.

Case # Local 468, Oakland, California, and
8-71-6222 Garrett Freightlines, Inc.

O-T-R Money claim as of March 3/71 and April 16/71 for George M.
Dispute Hays. Grievant claiming one-half hour for dropping mail at
both Sacramento and Reno.

DECISION: (Main Committee - Transcript Pgs. 50-55/ - 8/9/71)
M/m/s/c/ that the case be referred back to the parties and this committee retain
jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
8-71-6223 Garrett Freightlines, Inc.

Master Protest of suspension letters dated May 25, 1971 issued to
Dispute Marvin W. Teel, Jess J. Garcia, David G. Madsen, Robert
D. Brownfield, and George M. Hays.
The Employer's position is that under the provisions of Article 8
of the National Master Freight Agreement, the employees shall
not be entitled to or have any recourse to the grievance procedure.

DECISION: (Main Committee - Transcript Pgs. 56-60/ - 8/9/71)
M/m/s/c/ the case be returned to the local grievance committee for hearing on the
question of whether the 468 employees participated in an unauthorized work stoppage.

Case # Local 468, Oakland, California, and
8-71-6224 Pacific Intermountain Express

Master Retention of Maintenance of Standards. Union states that Company
Dispute had lockers for line drivers. The Company arbitrarily removed
same. Union requests they be reinstalled.

DECISION: (Main Committee - Transcript Pgs. 220-224/ 8/10/71)
M/m/s/c/ this case be referred back to the parties and the committee will retain
jurisdiction.

Case # Local 468, Oakland, California, and
8-71-6225 Pacific Motor Trucking

O-T-R Money claim as of May 10/71 for H.L. Peralta. Change in bid
Dispute days on a Los Angeles mail run from Monday, Wednesday,
Friday to Tuesday, Thursday and Saturday.
As a result of the change in bid days, grievant had missed a half
Los Angeles trip. Union claims change was made without con-
currence of the Union.

DISPOSITION: Settled and Withdrawn.

Case # Local 492, Albuquerque, New Mexico, and
8-71-6226 Navajo Freight Lines, Inc.

Master Glenn Jones, for the Union requested that the Company make
Dispute arrangements to provide suitable and adequate parking space for
employees' automobiles. The parking previously available was
on Santa Fe Railroad property; the claim is that the Company is
responsible to provide parking as is done in Los Angeles and
Kansas City.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
 8-71-6227 Transcon Lines

O-T-R Don Orozco, for the Union, claims that Mr. Romero was availa-
 Dispute ble for work but was not called to salvage a load in Gallup, New
 Mexico. Extra help was hired in Gallup to do the work. The
 claim is for two days for \$77.12.

DISPOSITION: Settled and Withdrawn.

Case # Local 495, Los Angeles, California, and
 8-71-6228 Transcon Lines

Automotive Local 495 on behalf of Raymond Fridley, claims four hours
 Dispute premium pay for seniority violations on April 28 & 29, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 631, Las Vegas, Nevada, and
 8-71-6229 Milne Truck Lines

O-T-R The Union protests the use of line drivers employed at Milne
 Dispute Truck Lines to load gypsum products at Blue Diamond, Nevada
 prior to their return to Los Angeles. Claim such work should
 be assigned to local drivers at Las Vegas terminal.

DISPOSITION: Settled and Withdrawn.

Case # Local 690, Spokane, Washington, and
 8-71-6230 Garrett Freightlines, Inc.

O-T-R Asking that Robert N. Snow be placed on the regular seniority
 Dispute list as an Over-The-Road driver at the Spokane terminal with
 seniority date of March 3, 1971.

DISPOSITION: Withdrawn.

Case # Local 692, Long Beach, California, and
 8-71-6231 Lodi Truck Service

O-T-R Cases #SC-6-1-8724 and 8725: Local 692 is requesting the
 Dispute committee to instruct Lodi Truck Service to properly compensate
 our member, Harold Murphy, for 40 miles which he was shorted
 during the week of March 22, to March 27, 1971, when he made
 two trips to San Leandro.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
 8-71-6232 Ringsby United

O-T-R The Local Union claims that Ringsby leasors are delivering
 Dispute miscellaneous groceries, etc., to multiple drops in the Seattle
 area without going through the terminal.

DISPOSITION: Postponed.

Case # Local 741, Seattle, Washington, and
 8-71-6233 United-Buckingham Freightlines

Short Line The factual case to be presented at the August, 1971 JWAC will,
 Dispute in the Union's opinion, prove that the Company is operating a
 dock to dock operation as "short line".
 We claim this is not proper and the Company should reimburse
 the drivers under the long line application.

DECISION: (Main Committee - Transcript Pgs. 512-513 / - 8/13/71)
 M/m/s/c/ in accordance with the decision in Case No. JWC 11-609, the operation
 dock to dock is short line unless there is through bills of lading and equipment both
 ways. In such cases the freeze formula as agreed to in Case 8-71-6293 shall apply.
 It is understood that the runs are frozen, not drivers. This applies to the Washington
 short line.

Case # Local 961, Denver, Colorado, and
 8-71-6234 Consolidated Freightways

O-T-R Donald B. Sawicki states: This grievance is about the 30 days
 Dispute lodging a Company pays a driver when he is transferred from
 one terminal to another.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
 8-71-6235 Ringsby United

O-T-R Floyd Kelley states: The Company called a man with less seniority
 Dispute in when I was available and not called. The man called in was
 John Lewis at 12:42, April 3, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
 8-71-6236 T.I.M.E., DC. Inc.

Automotive While Patterson was working in the parts department, the company
 Dispute was covering his day shift in the lube department by calling men
 in on overtime.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 962, Medford, Oregon, and
8-71-6238 Consolidated Freightways

O-T-R The Union contends that the Company has a small rig that always
Dispute needs fueling at Medford before it turns for Redding and the
driver of that rig must always fuel and he has always been paid
for it in the past. On the trip sheet of Ed Jolly he itemized the
ten minutes for fuel time but the Company failed to pay this.

DECISION: (Main Committee - Transcript Pgs. 72-80/ - 8/9/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 962, Medford, Oregon, and
8-71-6239 East Texas Motor Freight

O-T-R The Company has always in the past paid four miles coming in
Dispute and four miles going out of Portland on off route miles and are
taking this away at this time. The Union contends that they are
filing this on a Maintenance of Standards.

DISPOSITION: Settled and Withdrawn.

Case # Local 983, Pocatello, Idaho, and
8-71-6240 Garrett Freightlines

Master The Union claims 8 hours pay for the senior man on layoff, con-
Dispute tending that the supervisor, in driving Nelson to the cheese plant,
was performing bargaining unit work.
The Company contends that no Teamster lost employment; that
in driving Nelson to the work it was merely protecting his job
and that no claim is payable.

DISPOSITION: Withdrawn.

Case # Local 17, Denver, Colorado, and
8-71-6241 I. M. L. Freight

Suspension Arthur Mandel protests suspension as unfair and unjust.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
8-71-6242 Consolidated Freightways

Discharge Fred Koehne protests his discharge after working 12 days.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 53, Bozeman, Montana, and
8-71-6243 The Milwaukee Motor Transportation Co.

Discharge Requesting William J. Reiner be reinstated with full back pay and no loss of seniority rights. Discharged April 6, 1971, as a result of accident on that date.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
8-71-6244 Western Truck Manpower

Discharge Local 180 on behalf of Ray Dougan protests his discharge by Western Truck Manpower, letter of which was issued to him dated April 16, 1971.

DECISION: (Main Committee - Transcript Pgs. 410-418/ - 8/12/71)
M/m/s/c/ that under the Southern California State Committee rules for selecting an impartial doctor, the Company and the Union shall at their expense have Mr. Dougan secure a physical examination as to whether or not he is qualified to perform his regular duties. If he qualified he shall be returned to work.

Case # Local 208, Los Angeles, California, and
8-71-6245 Wescartage Company, Inc.

Discharge Local 208, on behalf of Walter McKiernan, protests discharge of May 12/71. Request is that he be returned to work with no loss of seniority and compensated for all time lost.

DECISION: (Main Committee - Transcript Pgs. 303-322/ - 8/11/71)
M/m/s/c/ that this committee hold jurisdiction until the November meeting at which time the case will be heard on its merits.

Case # Local 224, Los Angeles, California, and
8-71-6246 Contractors Cargo Co.

Discharge Local 224 on behalf of driver Alex F. Guzman protests his discharge on April 26/71 for alleged dishonesty. We request that he be reinstated with full seniority, fringe benefits and compensation for all time lost.

DECISION: (Main Committee - Transcript Pgs. 289-302/ - 8/11/71)
M/m/s/c/ that the man be reinstated with full seniority, fringe benefits and compensation for all time lost.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6247 Desert Express

Discharge Local 224 on behalf of Gilbert Nunez protests his discharge for
alleged drunkenness on May 13/71.

DECISION: (Main Committee - Transcript Pgs. 357-368/ - 8/11/71)
M/m/s/c/ that Gilbert Nunez shall release the results of the blood alcohol test taken
at the hospital on May 13, 1971, and if this proves that he was under the influence
the discharge is upheld. If, on the other hand, it does not so prove, then he is re-
instated with full back pay and full seniority and all fringe benefits.

Case # Local 224, Los Angeles, California, and
8-71-6248 General Cable Corporation

Discharge Local 224 on behalf of Ray Dane protests his discharge as of
May 24, 1971, for alleged dishonesty and falsification of records.

DECISION: (Main Committee - Transcript Pgs. 125-149/ - 8/10/71)
M/m/s/c/ that Ray Dane be returned to work with full seniority and compensated for
time lost less moneys earned elsewhere including compensation.

Case # Local 224, Los Angeles, California, and
8-71-6249 Western Gillette,

Discharge Local 224 on behalf of Lauren D. Caldwell protests his discharge
on May 26, 1971 for alleged recklessness resulting in a serious
accident on May 22, 1971.

DECISION: (Main Committee - Transcript Pgs. 235-250/ - 8/11/71)
M/m/s/c/ that based on the facts the discharge be upheld.

Case # Local 357, Los Angeles, California, and
8-71-6250 Illinois - California Express

Discharge Local 357 protests the discharge of Donald R. Reilly of May 7/71.

DECISION: (Main Committee - Transcript Pgs. 225-233/ - 8/11/71)
M/m/s/c/ that Mr. Reilly's discharge be reduced to a suspension and returned to
work October 1, 1971.

Case # Local 357, Los Angeles, California, and
8-71-6251 Transport Clearings

Discharge Marrienne Egri protests the discharge of 7:45 a.m., April 27/71.
Reason: "violation of warning notice issued February 26, 1971
excusing self from work for fictitious reasons."

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
8-71-6252 Western Truck Manpower

Discharge Local 468 protests the discharge of Raymond J. Tackett.

DECISION: (Main Committee - Transcript Pgs. 385-389/ - 8/12/71)
M/m/s/c/ that this case be referred back to the California Bay Area Committee to be heard on its merits.

Case # Local 495, Los Angeles, California, and
8-71-6253 Navajo Freight Lines, Inc.

Discharge Local 495 on behalf of Robert Crouch, protests improper discharge of April 20, 1971.

DISPOSITION: Withdrawn.

Case # Local 631, Las Vegas, Nevada, and
8-71-6254 Post Transportation

Discharge Local 631 protests the discharge of Manchuso.

DECISION: (Main Committee - Transcript Pgs. 251-283/ - 8/11/71)
M/m/s/c/ that based on the facts the discharge be upheld.

Case # Local 741, Seattle, Washington, and
8-71-6255 Consolidated Freightways

Discharge Local 741 protests the suspension and discharge of John C. Cook and requests his reinstatement with full seniority and pay for time lost, starting from the time he has recovered from injuries received in the company truck accident until he is returned to work.

DECISION: (Main Committee - Transcript Pgs. 111-124/ - 8/10/71)
M/m/s/c/ the man be returned to work with all seniority rights, no back pay, and the Company pay his health and welfare and pension.

Case # Local 17, Denver, Colorado, and
8-71-6256 Consolidated Freightways

Warning Letter William White protests warning letter of April 20, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 190, Billings, Montana, and
8-71-6257 Garrett Freightlines

Warning Letter Local 190 protests the warning letter issued to Robert Emmons on June 10, 1971.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6258 Yellow Freight System

Warning Anthony Monteverde protests warning letter dated March 22, 1971
Letter for alleged bad conduct at Kwikset Lock, one of Yellow Freight's
shippers.

DISPOSITION: Postponed.

Case # Local 961, Denver, Colorado, and
8-71-6259 Red Ball Motor Freight, Inc.

Warning C. William Everly states: I am protesting the warning letter
Letter I received dated April 5, 1971, concerning illnesses of chest and
lung. Requesting end to harassment, persecution and abuse which
has continued almost from the beginning day of my employment.

DISPOSITION: Settled and Withdrawn.

Case # Local 85, San Francisco, California, and
8-71-6284 All-Trans Express

O-T-R Runaround claim pay for J.M. Clark, May 11, 1971, for 859
Dispute miles.

DISPOSITION: Settled and Withdrawn.

Case # Local 85, San Francisco, California, and
8-71-6285 All-Trans Express

O-T-R Union requests runaround for difference Los Angeles-San Fran-
Dispute cisco turn and Chico run April 19, 1971, for F. Illsley.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
8-71-6286 Garrett Freightlines

O-T-R Salt Lake City sleeper team Snodgrass and Peck arrived at their
Dispute layover point at Emeryville, California and were given a turn.
In the process of checking out their equipment they found a headlight
needed replacement and were delayed approximately an hour while
a mechanic performed the replacement. They still departed the
terminal within 1-1/2 hours from their arrival time. They claim
pay for the hour delay while the headlight was fixed, claiming
breakdown.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-71-6287 Garrett Freightlines

O-T-R George C. Schrader, a Salt Lake City local terminal employee
Dispute qualified to pull short line, with a Monday-Friday bid, claims
8 hours pay at time and one-half the short line rate for Stoddard's
run, contending that it was properly short line.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
8-71-6288 I. M. L. Freight, Inc.

O-T-R Oswald and Leavitt are a Salt Lake City-domiciled sleeper team
Dispute with a bid tractor. On the dates involved in these claims, on
arrival at their home terminal returning from runs, they each
signed the Company's "10-hour Book", and also signed in the
column that they would work following the 10 hours off even
though their bid tractor had gone out. At the expiration of the
10 hours they were placed on the extra board at the bottom of
the board. They contend they should have been placed at the top
of the extra board and have claimed pay for the resulting differences
in their subsequent dispatches.

DECISION: (Main Committee - Transcript Pgs. 170-174/ - 8/10/71)
M/m/s/c/ that the claim be denied.

Case # Local 431, Fresno, California, and
8-71-6289 Sterling Transit

Master Union protests improper layoff of B. Williams and requests all
Dispute loss of pay.

DECISION: (Main Committee - Transcript Pgs. 380-384/ - 8/12/71)
M/m/s/c/ that the man be continued on medical leave until he can qualify under the
DOT regulations.

Case # Local 431, Fresno, California, and
8-71-6290 Western Gillette, Inc.

O-T-R Union protests the 5 day bid Monday through Friday by a Change
Dispute of Operations to meet with a Kingman, Arizona trip and make a
Bay Area turn. Change of Operations says 6 days and Company
chose to bid 5 trips a week. Men did bid on basis of 6 days a
week. Company is running 6 days and many times 7 days.

DECISION: (Main Committee - Transcript Pgs. 426-430/ - 8/12/71)
M/m/s/c/ that the company shall bid two Fresno-Oakland turnaround runs six days
a week, and if freight is not available from Kingman to Oakland or San Jose the bid
may be cancelled. When it cancels, if the bid man operates to Stockton then he shall
be paid for the trip in accordance with the contract.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 699, Hoquiam, Washington, and
8-71-6292 Garrett Freightlines

Short Line Protest method of payment of short line runs of Richard Gran.
Interpretation

DECISION: (Main Committee - Transcript Pgs. 508-509/ - 8/13/71)
M/m/s/c/ the man shall be guaranteed the frozen rate of December 1, 1970 for the run. However, the run must be run on the same route at the present time as it was run under the previous agreement.
The formula for arriving at this frozen rate is in Case 8-71-6293. This applies only to the Washington short line.

Case # Local 741, Seattle, Washington, and
8-71-6293 Garrett Freightlines

Short Line Requesting Garrett pay minimum of 8 hours for driving time,
Interpretation plus work time at the frozen rate of 12-1-70 or heavy-duty pay, whichever is the greater per transcript of grievance committee May 12, 1971, Cases #5-71-6115 and #5-71-6104, for driver R. L. Jeglum and all other Garrett drivers who Company has been paying short wages on short line trips.

DECISION: (Main Committee - Transcript Pgs. 510-511/ - 8/13/71)
M/m/s/c/ in order to establish the frozen trip rate established as of December 1, 1970, the mileage rate or the guaranteed hours for miles driven for each run plus the average of the hourly work time on each run shall be the rate.
In order to establish the average hourly amount of work time spent on each run the average of the first pay period in July, 1970 and the first pay period in November, 1970 shall be used.
This shall be company by company, and this applies to Washington short line.

Case # Local 741, Seattle, Washington, and
8-71-6294 T.I.M.E., DC. Inc.

O-T-R Local 741 takes exception to any mileage reductions as per letter
Dispute from Company dated June 17, 1971. Company now runs drivers many miles that are not being paid for.

DISPOSITION: Withdrawn.

Case # Local 741, Seattle, Washington, and
8-71-6295 United-Buckingham Freightlines

Interpretation Conrad Arten has a dispute as to his proper seniority date on the Seattle line drivers board and wishes determination be made at July Joint State hearing.

DECISION: (Main Committee - Transcript Pgs. 484-485/ - 8/12/71)
Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
8-71-6296 Widing Transportation

Tanker Company did not contribute Health and Welfare payment for
Dispute April hours, May coverage. Union claims company in error
because man had four tours of duty and was also paid for his
Interpretation birthday, which puts him on 46-1/2 hours paid time for April.

DISPOSITION: Settled and Withdrawn.

Case # Local 883, Hood River, Oregon, and
8-71-6297 Silver Wheel Freightlines

O-T-R Local 883 is in dispute with the Company over the method of
Dispute paying Giles Thornton.

DISPOSITION: Postponed.

Case # Local 962, Medford, Oregon, and
8-71-6298 Consolidated Freightways

O-T-R Local 962 is in dispute with the Company for their failure to pay
Dispute proper mileage on the Medford - Redding turns.

DECISION: (Main Committee - Transcript Pgs. 81-85/ - 8/9/71)
M/m/s/c/ the claim of the Union be allowed back to March 1, 1971, based on the
facts in this case.

Case # Local 208, Los Angeles, California, and
8-71-6299 I. M. L. Freight

Discharge Local 208 on behalf of Charles Stepp protests discharge of
June 25, 1971 for alleged dishonesty.

DECISION: (Main Committee - Transcript Pgs. 323-337/ - 8/11/71)
M/m/s/and Deadlocked that the discharge be upheld.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg
as the Arbitrator.

Case # Local 468, Oakland, California, and
8-71-6300 Midwest Machinery Movers

Discharge Union protests discharge of Willard Martin. They state the dis-
charge was too severe, that driver's log sheets correctly de-
scribed where driver was.

DECISION: (Main Committee - Transcript Pgs. 34-49/ - 8/9/71)
M/m/s/and Deadlocked that he be returned to work with all back pay.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg
as the Arbitrator.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 533, Sparks, Nevada, and
 8-71-6301 Delta Lines, Inc.

Discharge Union protests discharge of Roy Abbott June 21, 1971. Union claims Company hired Abbott and he worked his 14 days in the month and therefore he is on the regular payroll.

DECISION: (Main Committee - Transcript Pgs. 284-288/ - 8/11/71)
M/m/s/c/ based on the facts in this case, the man has established seniority and be put on the seniority list.

Case # Local 533, Sparks, Nevada, and
 8-71-6302 Garrett Freightlines, Inc.

Warning Union protests warning notice issued June 11, 1971 to F. Renteria.
 Letter Union claims on July 21st same thing done as on May 12/71. Sleeper teams, when dock is open, have been fueling themselves and Reno claims work. Union claims there is another man on the dock that does not drive who is on the dock at all times.

DECISION: (Main Committee - Transcript Pgs. 211-217/ - 8/10/71)
M/m/s/c/ that the claim of the Union be upheld if a man is available at the terminal.

Case # Local 180, Los Angeles, California, and
 8-71-6303 T.I.M.E., DC. Inc.

O-T-R Claim for a runaround for David McNellis and Charles Hobbs.
 Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
 8-71-6304 T.I.M.E., DC. Inc.

O-T-R Jack Parrish and Joe Bowdish claim two hours for time spent
 Dispute waiting at terminal in Seattle on April 21, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
 8-71-6305 Dart Transportation

Discharge Local 224 protests the discharge of Henry Turner on June 4/71.

DECISION: (Main Committee - Transcript Pgs. 338-356/ - 8/11/71)
M/m/s/c/ that the discharge be reduced to a suspension and the man returned to work August 26, 1971 with full seniority.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona
 8-71-6306 Local 208, Los Angeles, California
 Local 224, Los Angeles, California
 Local 357, Los Angeles, California & Desert Express

O-T-R The Local Unions protest the Company re-opening their terminal
 Dispute at Yuma, Arizona because they feel this is going to take work
 away from their members employed at Western Gillette.

DECISION: (Main Committee - Transcript Pgs. 489-494/ - 8/12/71)
M/m/s/c/ based on the fact that no work was moved, there is no violation of the
 agreement.

Case # Local 208, Los Angeles, California, and
 8-71-6307 Milton's Express

Discharge Local 208 protests the discharge of Harry Tounjion on June 28/71.

DECISION: (Main Committee - Transcript Pgs. 369-379/ - 8/11/71)
M/m/s/c/ the man be put back in service as of August 28th and the discharge be
 reduced to a suspension.

Case # Local 310, Tucson, Arizona, and
 8-71-6308 Hopper Truck Lines

Discharge Local 310 protests the discharge of Don Roether.

DECISION: (Main Committee - Transcript Pgs. 175-183/ - 8/10/71)
M/m/s/c/ based on the facts in this case, the discharge be reduced to a 30-day
 suspension, the suspension to become effective upon full release by the doctor.

Case # Local 357, Los Angeles, California, and
 8-71-6312 Yellow Freight

Discharge Local 357 protests the discharge of Mike Soprato on June 7/71.

DECISION: (Main Committee - Transcript Pgs. 468-477/ - 8/12/71)
M/m/s/c/ that the discharge be reduced to a suspension and the man be returned to
 work on his next regular shift with full seniority and a final warning notice issued
 for not calling in and being available for work.
